

Photo of the Month



CSEA Onondaga County Department of Transportation member Brad Allen welds a repair to a snowplow blade, which took more than its fair share of abuse this winter.

Longtime staff member Judy Morrison dies

BEACON — Judith Morrison, the former office manager at CSEA's Southern Region Office, died on March 5. She was 66.

Her son, Doug Morrison, is a CSEA labor relations specialist in the Southern Region.

Known as Judy, Morrison was born in Yonkers on Dec. 21, 1937. She attended Gorton High School in Yonkers and the Oneonta State Teachers College. She married David Charles Morrison on Nov. 22, 1958. He died June 13, 1989.

She worked for CSEA as an office manager for the Southern Region office, first located in Fishkill and later moved to Beacon. She retired from CSEA in 1997 after 25 years of service.

UUP settles with state

As this edition of *The Work Force* went to press, United University Professions announced that it had reached a tentative contract agreement with the state.

UUP's terms are similar to those on which CSEA recently settled with the state with some bargaining unit-specific differences.

UUP, representing 21,000 state university professionals, is the second union to reach a contract agreement with the state.

Orange County reaches tentative agreement

GOSHEN — After nearly two years of contentious negotiations, CSEA has reached a tentative agreement with Orange County.

Union and county negotiators came to the tentative contract on March 11, weeks before a second mediation session had been scheduled. CSEA and Orange County had met in mediation once late last year after declaring an impasse in October.

At press time, neither the union nor the county had released any details of the agreement. No details will be available until the tentative agreement is presented to the unit's 2,200 members over the coming weeks. Orange County Unit leaders will draft a fact

sheet detailing the tentative contract to distribute to members, and voting will be done through a mail ballot to the American Arbitration Association. A schedule of the ratification meetings will be forthcoming.

While union members have yet to ratify the tentative contract, the agreement is satisfactory to both sides.

"I am pleased that we have worked out an agreement that well represents the interest of our membership," said Orange County Unit President Ron Greene. "We will be presenting the details of this agreement to the membership in the near future."

— Janice Marra

Firm to temporarily run Westchester Med Center

VALHALLA — The Westchester Medical Center Board of Trustees has hired a private management firm to help the financially ailing hospital get out of its fiscal crisis.

Pitts Management Associates, a Louisiana-based management firm that has already done consulting work for the hospital, will operate Westchester Medical Center at least through the end of this year.

CSEA Westchester Local President Gary Conley said bringing in the Pitts firm was a necessary move for the hospital.

"With Westchester Medical Center in a fiscal mess after only five years since breaking off from Westchester County to become a public-benefit corporation, there had to be a change in management," he said. "There's a need to have management that has more expertise in running hospitals."

The firm, which has expertise in running health care facilities, is expected to appoint an interim hospital president and other managers. Hospital trustees will oversee and evaluate the firm in its management duties, particularly in how Pitts addresses the hospital's multi-million deficit. This year, that deficit is estimated to total about \$45 million. In 2003, Westchester Medical Center lost

more than \$80 million.

The hospital board has also let go the bankruptcy lawyer it had hired, opting instead to work with Pitts toward fiscal recovery.

There is no word yet about the Pitts firm's plans for Westchester Medical Center employees, who have been hit hard by the fiscal crisis and two rounds of layoffs in 2003. During the second round of cuts in December, about 125 CSEA members were directly impacted by either layoffs or demotions.

But Conley said the union is watching the firm carefully to ensure that CSEA members are not harmed by any possible changes Pitts may make.

Conley added that the next step to the hospital's recovery is to uncover the source of Westchester Medical Center's funding to sustain operations.

"With it being millions in the hole, the hospital is going to need some financial relief," he said. "We simply need to know now whether the county or the state will provide relief and how they would do it."

— Janice Marra

CSEA President Danny Donohue to meet Capital Region members May 12

CSEA President Danny Donohue will visit the CSEA Capital Region office on Wednesday, May 12 to meet with members.

The meetings will be held in the region office at 1 Lear Jet Lane, Latham.

Donohue will meet with union members from 1 to 7 p.m. Please call the Capital Region office at (518) 785-4400 or 800-874-7344 for an appointment and directions.

CSEA, state in agreement

ALBANY — CSEA and New York State have reached tentative agreement on a new four year contract for more than 70,000 state employees that includes raises in every year of the contract and no significant changes in health insurance coverage.

“Our goal was to negotiate the best contract we could based on what our members said was important,” said CSEA President Danny Donohue. “The CSEA leadership team and the 21 members who sat at the bargaining table for the past year believe we have done that.”

Among the highlights:

Pay Increases

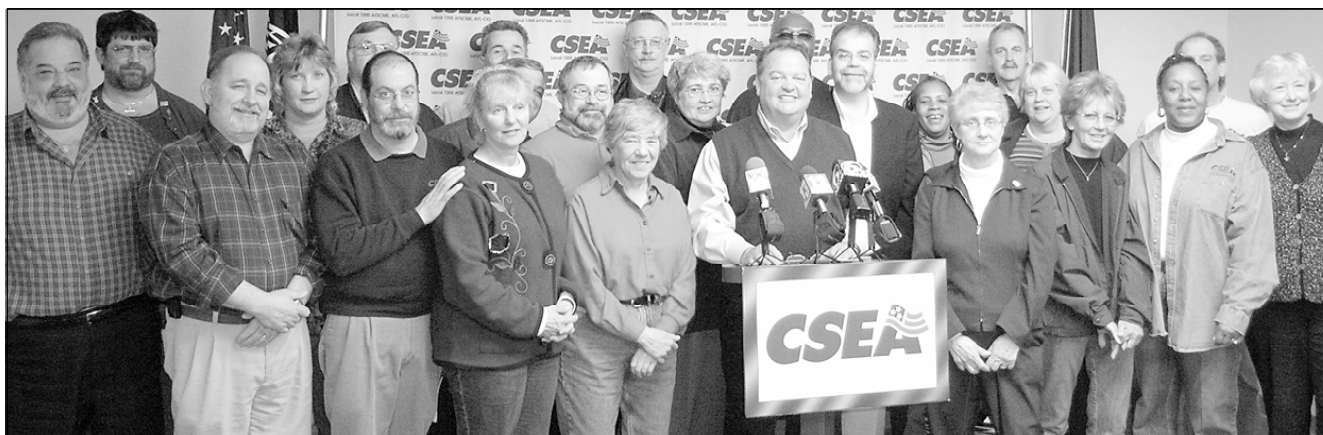
- \$800 bonus payable upon ratification
- 2.5 percent increase on base salary on April 1, 2004
- 2.75 percent increase on base salary on April 1, 2005
- 3 percent increase on base salary on April 1, 2006 **plus**
- \$800 increase **ON BASE SALARY** on April 1, 2007 (fourth year total - 5.5 percent increase on an average CSEA salary)

Health Insurance

Health care coverage is enhanced under the agreement, and there is NO CHANGE to percentage of employee premium contributions for health insurance.

The package includes an enhanced vacation/personal time buyback option to reduce the cost of health insurance premiums, and modest increases in co-pays and deductibles.

“This agreement demonstrates the state’s commitment to our members in the short and long term,” Donohue said. “That is significant in a time of fiscal challenge.”



The CSEA state negotiating team flanks President Danny Donohue during a news conference announcing the tentative state contract agreement. Joining the team are Capital Region President Kathy Garrison, Long Island Region President Nick LaMorte, Executive Vice President Mary Sullivan, Southern Region President Diane Hewitt and Secretary Barbara Reeves.

The state is currently projecting a \$5.5 billion deficit for this fiscal year. The total cost of the salary increases alone in the agreement are near \$313 million.

The agreement covers CSEA-represented state employees in four Executive Branch bargaining units: Administrative Services Unit, Institutional Services Unit, Operational Services Unit, and Division of Military and Naval Affairs.

The agreement is subject to ratification by the CSEA membership which will be scheduled during the month of April and must then be approved by the state legislature. (See state ratification schedule in the contract insert in this edition.)

The negotiations were conducted between CSEA and the Governor’s Office of Employee Relations. About 50 bargaining sessions were held between December and the conclusion of discussions.

State members can find an insert in this edition for more details and comments from negotiating team members.

Here’s what some CSEA bargaining team members had to say.



“If you look through the package you will see that Article 7 came out very strong. The best thing about Article 7 that was a total shocker to the negotiators, was the \$800 increase on base salary on 3/31/07. That year, the total increases will be 5 1/2 percent on the average CSEA member’s salary.”

Kathy Button, Grade 13, Community Director, Finger Lakes DDSO, 34-year CSEA member, sixth contract negotiations



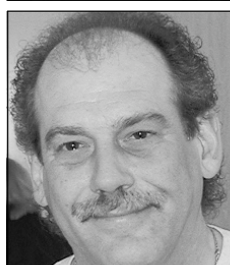
“We will have more money for the Employee Benefit Fund. We used to get \$595 per person per year. Now we have \$700 per person per year. \$750 for the second year, then we have \$800 for 2005 and \$850 in the final year. So it will increase our benefits a lot.”

Leonita Wilson, Clerk, Attorney General’s Office, 30-year CSEA member, first contract negotiations



“I think this contract has a lot of good enhancements throughout the whole contract. One in particular is the Assignment to Duty that affects the DOT employees and other maintenance workers.”

Bob Timpano, Highway Worker 1, DOT, Oneida East Residency, Utica, 19 1/2 year CSEA member, second contract negotiations



“Probably the two most important things at the negotiating table for the CSEA membership are salary and health insurance costs. This time, probably more so than ever, health insurance became the major proposal at the table. The state had a premium contribution proposal on the table that would have increased the cost to our membership another 5 percent in family and another 5 percent in the single plan. We managed to fend that off. It was a long, hard fight.”

Bill VanGuilder, Sr. Computer Operator, NYS Office for Technology, 24-year CSEA member, second contract negotiations

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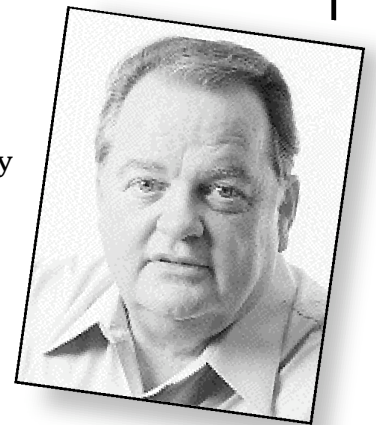
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IN TOUCH WITH THE WORK FORCE CSEA President Danny Donohue

CSEA leads in determination too

Several stories in this edition of *The Work Force* prove that hard work and solidarity lead to positive results. Tentative contract agreements for CSEA state workers and Orange County employees, along with CSEA recognition as the union of the employees at Quality Services for the Autism Community (QSAC) are clear examples of what determination and unity can achieve.



Orange County members stayed strong and proud throughout months of difficult contract negotiations that at times generated national news coverage (See Page 2). The CSEA unit leadership mobilized members and made their case. Their message was clear that they would accept nothing less than an agreement that showed them fairness and respect.

State negotiations once again demonstrated why CSEA is New York's leading union (See Page 3). In a time of very real budget challenges, the negotiating team stood firm to ensure an agreement that addressed the most important issues — pay increases and protecting health insurance coverage. But the agreement also includes much more. The team succeeded because they knew they had the support of the membership. It allowed them to roll up their sleeves and find creative approaches that will truly benefit every member.

Workers at Quality Services for the Autism Community (QSAC) in Queens — a not-for profit agency largely funded through the state Office of Mental Retardation and Developmental Disabilities (OMRDD) — are now working on their first contract. The story of how they formed their union with the help of dedicated CSEA activists from throughout the Metropolitan Region (See pages 10-11) is an inspiring example of the power of unionism.

All three of these situations demonstrate why it is so important to maintain a sense of priority and purpose. They should also remind us that we should never take our responsibilities as union members for granted.

Danny

Contracting out health care jobs — a growing epidemic

Across New York state, the threat of contracting out union work is a growing concern, and health care services in particular, continues to be a target.

For public employees, contracting out threatens job security, pay, benefits and working conditions. Here are some examples where CSEA members have fought back.

CSEA is also seeking reform of the Medicaid funding formula which is at the heart of the problems the public health care facilities are facing.

Central Region

In March 2003, officials in Broome County announced they were considering contracting out part or all of their public mental health department, including an adult clinic, children's clinic and forensic services.

CSEA members immediately formed a steering committee to fight back. The county had set an aggressive timeline for the study that didn't allow for public comment. CSEA members began by gathering facts, including a budget analysis detailing the costs of privatization.

The union built a public coalition against the proposal. A strategic theme was developed: "Don't Gamble on Broome County's Mental Health Care," with a sub-theme, "If it isn't broken, don't fix it." All materials featured a graphic of a pair of rolling dice.

The county held a public hearing and the public overwhelmingly supported the union workers. CSEA Central



CSEA members at the Montgomery Meadows Nursing Home demonstrated recently, fighting against a county proposal to contract out the nursing home's services. CSEA has successfully fought similar proposals across the state.

Region President Jim Moore presented testimony on behalf of the union, and clients and family members spoke out as well, citing the tremendous quality of care they received.

Less than a month after the hearing, County Executive Jeffrey Kraham, in his annual budget message, announced the county was ending their contracting out review. "I am encouraged by the response of the employees and by CSEA, who are committed to helping me control costs for these much needed services," Kraham said.

CSEA at present is fighting a similar battle in the Madison County Mental Health Department, where the union is taking the county to task for using outdated and misleading figures about the department's operations to push for contracting out the department's services.

Western Region

With a cloud of closure over their heads, CSEA

workers at Mount View Nursing Home continue to do their jobs with professionalism and dedication to the patients they serve.

For months now, the CSEA Niagara County Local has waged a fight to keep the home public with county officials eager to hand over the home to a private company.

Many patients and family members of those at Mount View recognize the dedication of the employees and doubt the same dedication would be present if it were run by a private company. Many in the community agree, demonstrated by a public poll conducted by CSEA that showed a wealth of support for the facility and desire that it remain a community asset.

In Ontario County, the board of supervisors recently heard a presentation recommending the divestment of several county operations. Although officials have backed off on contracting out the Mental Health

Department, they are interested in the sale of the county nursing home. Officials agreed that the county should move forward and draft a request for proposal (RFP.) CSEA has swiftly put together a coalition to address this matter.

Capital District

"Don't sell us out" is the battle cry for CSEA workers in Montgomery County as they fight against the sale of the Montgomery Meadows Nursing Home.

In February, an RFP was issued calling for qualified providers to purchase the facility. Meadows employees were not given any details of the planned RFP and a gag order was imposed by management that forbid discussion of the topic in the workplace.

CSEA members quickly organized a campaign to fight the nursing home's transfer. More than 100 members attended the Feb. 24 meeting of the Montgomery County Board of Supervisors. CSEA members packed the room, waved signs and wore stickers with the "Don't Sell Us Out" mantra on them.

"A sale to a private owner could have a devastating impact on the quality of care," said CSEA Capital Region President Kathy Garrison. "Money, not people is their priority," she said.

In addition to staff, several residents and family members spoke at the meeting. They praised the staff and likened them to "angels, family members and friends."

— Amy Scharf

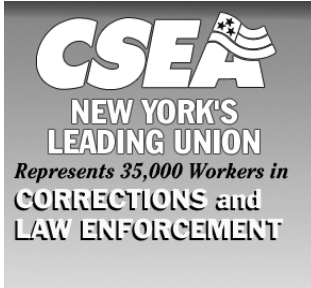


CSEA Voices



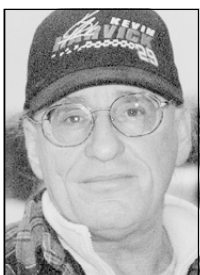
"Having to do more with less makes it harder to serve the patients because you can't give them the individual attention and care you would like."

— Lucy Rodriguez, 36-year CSEA member, therapy aide, Long Island DDSO



“The recorders certainly are not as accurate as having a live court reporter.”

CSEA Voices



“Solidarity is important because there’s power in unity and strength in numbers.”

— Roy Stinsman, maintenance assistant, Long Island DDSO

Fair, accurate reporting in and on Syracuse courts

SYRACUSE — Justice may be blind but CSEA is fighting to make sure it isn’t deaf as well.

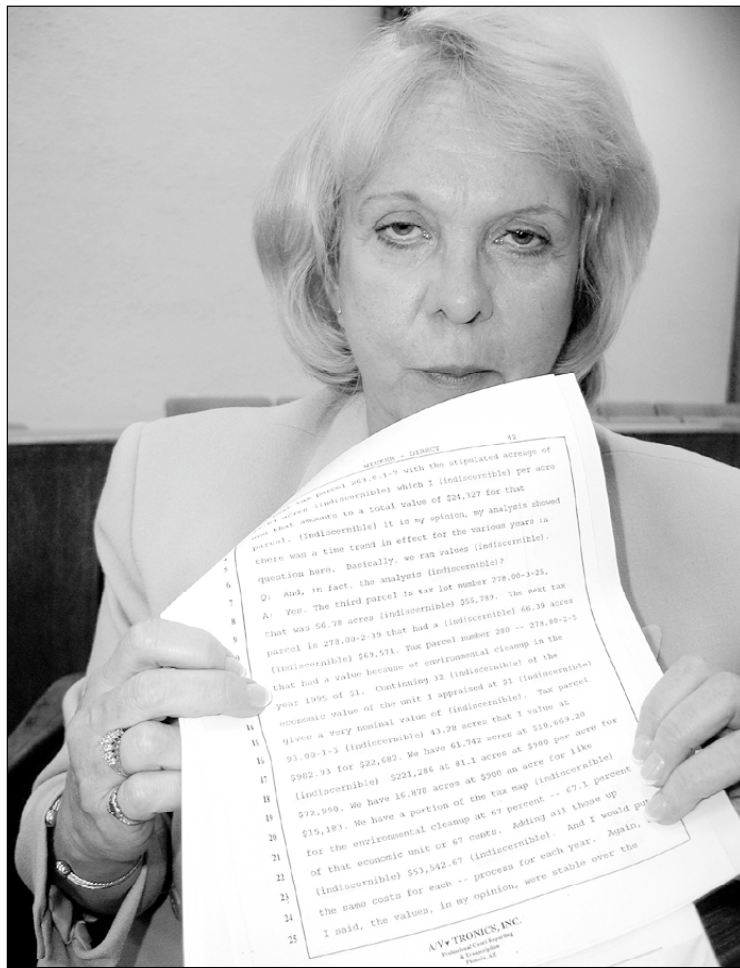
The union continues to challenge assertions by Unified Court System (UCS) management over the accuracy and legitimate use of digital recording machines in courts as compared with union court reporters.

CSEA recently demanded balanced and fair coverage by the *Syracuse Post Standard* newspaper after an article ran in the paper reporting glowing praise for the machines by the Court System’s Fifth Judicial District management.

The paper responded and ran a subsequent article which interviewed CSEA Central Region spokesperson Mark Kotzin, who pointed out several problems with the digital recording devices. The paper also spoke with several CSEA members who were quoted in a July *Work Force* article that focused on the recorders’ past failures.

“The recorders certainly are not as accurate or reliable as having a live court reporter,” CSEA Judiciary Local Vice President Donald Lynskey, a court reporter himself, told the newspaper.

Despite the union pointing out past failures of the machines, Fifth Judicial District Supervising Justice James Tormey III insisted the machines were performing “superbly” and accused the union of “making things up.” Tormey also told the newspaper that no one from CSEA had



CSEA Judiciary Local President Sharon Carraway at work in the Syracuse courts. Carraway and other CSEA members are making sure the courts are fairly represented in media accounts about electronic court reporting devices.

asked to meet with him on the issue, nor had any meetings been held.

Untrue, said CSEA Deputy Director of Contract Administration James Hennerty, who noted that not only had meetings been requested on the issue, but that a meeting was held with Tormey’s executive assistant and other judicial representatives.

Unfortunately, the union and management remain at opposite ends of the argument, Hennerty said.

CSEA will continue to monitor the accuracy of the

recorders, and will be quick to point out any failures to management, said CSEA Judiciary Local President Sharon Carraway.

“We’re going to keep a close eye on this issue and make sure that justice is properly served,” Carraway said. “We owe that much to the system, even if management doesn’t stand up to their obligations.”

— Mark Kotzin

Test prep classes help members get ahead

LATHAM — CSEA members in across New York are helping themselves and each other to get ahead in their careers.

About 80 union members recently attended a Civil Service Test Prep workshop to improve their test-taking skills, which ultimately will help them advance in the working world.

The workshop in the Capital Region, similar to several the union is holding across the state, provided useful information on how civil service tests are structured, a practice exam, and a supportive environment where members could ask questions about problems they encountered.

Throughout the night, CSEA members helped each other in figuring out ways to further prepare for the exams ahead, whether it was the first time they took an exam or if they



CSEA Assistant Education and Training Director Sharon Lovelady-Hall leads a class of CSEA members working to get ahead by preparing for civil service tests.

had already taken several.

“This workshop will help me get rid of the anxiety I have by letting me know how to prepare, what to expect, and the strategies I can utilize in order to succeed and become an animal control officer,” said Albany County highway maintenance worker Dave Miller.

At the same time, Janet Baron, a program aide at the Department of Criminal Justice and 28-year CSEA member said, “This program is excellent for people who have a shot at promotions.”

CSEA’s Education and

Training department initiated this program for the membership. Employers also often contact the department, requesting a workshop.

“At other times, the locals give us a call and want us to do a training session,” said Sharon Lovelady Hall, CSEA’s assistant director of Education and Training.

In addition to the Civil Service Test Prep workshops, the Education and Training department offers other general information workshops and sessions, varying from union grievance and steward workshops, to collective bargaining and labor management sessions.

— Kari Amidon

To find out what is happening in your region, you can speak to your local president or check the monthly calendar on the CSEA web site at www.csealocal1000.org; click on the education link. CSEA’s Civil Service Test Prep booklets can also be downloaded from the web site, in the Members’ Only area. Log-in, and click on the “career resources” tab.



CSEA members follow along during a Civil Service Test Prep workshop.



“This workshop will help me get rid of the anxiety I have by letting me know how to prepare, what to expect, and the strategies I can utilize in order to succeed.”

CSEA Voices



“A unified front is very important, especially in contract negotiations. That way, management can’t divide and conquer.”

— Lori Brown, computer coordinator and guidance secretary, Wilson Schools, Niagara County



Operators key to Erie Canal locks

WATERFORD — CSEA lock operators at Erie Canal Lock 6 see many ups and downs on the job.

Not many workers across the state are able to spend the day raising and lowering tons of pleasure craft and commercial barges, harnessing the canal's natural forces for the 34-foot vertical boost through the locks.

But they also perform a variety of important jobs off-season to keep the lock system running.

The massive lock gate in Waterford was built in 1911 and operates for boaters from May through November. During the winter months, the lock operators still have plenty to do.

"It's a short enough boat season. We want to be in good shape so people are able to get their boats through. It's our goal to prevent any down time during the season," said Joe Ziter, Chief Lock Operator at Waterford Lock 6.

Ziter and his colleague, Canal Structure Operator Rich Guerin, just finished an overhaul of the fifth motor of the lock and

prepared to install it. Their job calls for a wide range of duties from the mechanical and electrical aspects of maintenance, to assisting boaters, groundskeeping and monitoring water levels in case of emergency or flooding.

During the summer months, Ziter and Guerin often move back and forth, covering two locks. "With boats going one way and boats going another, it gets hectic," said Ziter.

The CSEA members at Lock 6 work with other CSEA members of the Canal Authority Local in a team environment to get the job done. They keep in constant contact by radio and phone, alerting each other of the boats passing through. "And if we miss a call, the boater can always sound his or her horn to let us know," said Ziter.

"We assist anyone who wants to get through whether in a row boat, on a jet ski or on an 80-foot yacht," said Guerin. "We lock on demand in Waterford."

Both Ziter and Guerin enjoy their work, especially in assisting boaters. "We are

especially patient with 'first timers' and help make it as easy as possible to navigate the lock system. It can seem overwhelming at first," said Ziter.

Both men agree that the lock system is a tourist attraction that greatly benefits the state. "The economy is helped tremendously by the canals," said Guerin. "Our work translates into dollars and cents for the state," he said.

Although the system has a concentrated recreational use, the locks are also vital for commercial use. Lock 6 sees its share of tug boats and barges, hauling everything from steel to wood chips.

Although Ziter has operated the lock for 20 years, he isn't immune to the wonder and awe it inspires in others. "It's great when families come and watch boats travel through the lock. It truly is a sight to see."

— Amy Scharf

Cycling the Erie Canal 2004

CSEA has teamed up with the New York Parks and Conservation Association (NYPCA) to serve as a sponsor of "Cycling the Erie Canal 2004." The event is an eight-day, 400 mile fully supported recreational bicycle tour for nearly 500 cyclists from Buffalo to Albany along the historic and scenic Erie Canal. The ride promotes the Canalway Trail and raises funding for NYPCA's trail programs. It takes place from July 11-18, 2004.

For more information on the race, check out the NYPCA website: www.nypca.org.canaltour.

CSEA Voices



"I take tremendous pride in my work. It shows in the paint, the grounds and the attitude towards the boaters."

— Rich Guerin, eight-year CSEA member, Canal Structure Operator, Waterford Lock 6



Above, the icy view from the lock.

Left — CSEA member and Chief Lock Operator Joe Ziter prepares to install a tuned up motor at Lock 6 in Waterford.

Monroe County Unit rallies for nurses

ROCHESTER — Despite all-out CSEA action to have Monroe County assume its responsibility, the jobs of 77 CSEA members will be cut March 31 unless action is taken to continue funding for the positions.

The Rochester Schools nurses and aides, working in a program begun in 1958, are county employees taking care of 40,000 city school children. As this edition went to press, no resolution had been reached.

Following a tremendous rally outside the most recent county Legislature meeting, CSEA President Danny Donohue, introduced in the public forum session by Western Region President Flo Tripi, blasted the lawmakers for their inaction.

It was the fifth time CSEA, and many public citizen groups, supporting individuals and parents have

marched on the issue.

“Ladies and gentlemen, you are doing a lousy job, Republican or Democrat — it doesn’t matter,” said President Donohue. “You couldn’t walk into the street, right now, and find anyone who doesn’t believe this program should be continued, for the sake of the city’s school children. For the school district to have to sue you, to make you do what is your responsibility, is shameful. It makes one wonder why you were elected in the first place.”

The school district’s superintendent has filed suit against the county, seeking an injunction, which would by court order halt the impending layoffs and keep the program active through the end of the school year. No decision has yet been announced by the court.

CSEA officers, activists and staff have



CSEA President Danny Donohue joins demonstrators protesting the planned 77 layoffs of CSEA school nurses in Monroe County.

worked feverishly to head off the crisis that would result for city school children in public, parochial and private schools, if it was ended.

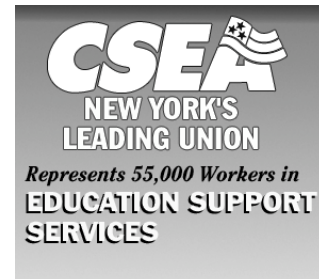
CSEA political action activists and staff have worked behind the scenes to reach an agreement. The legislature’s Republicans and Democrats have separate plans to address the issue, but neither side has the votes to pass their plan.

A large number of phone calls to legislators and the county executive have

been made to keep the program open, and members have been asked to keep the calls and e-mail messages going. Local calls to legislators can be made at 585-428-5350, or visit www.monroecounty.gov.

“We will be working right up until March 31 to have these totally ridiculous layoffs rescinded,” said Tripi. “It’s not only our members’ jobs at risk — it’s the health and welfare of innocent children.”

— Ron Wofford



“You couldn’t walk into the street, right now, and find anyone who doesn’t believe this program should be continued, for the sake of the city’s school children.”

CSEA Voices



“Being united as union members keeps the union strong. Keeping fellow members informed allows us to stand behind each other when needed.”

— Darlene Kelly, custodian, SUNY Geneseo



Cris Zaffuto, Monroe County nurses aide and acting unit president, gets the CSEA crowd fired up during a demonstration against the Monroe County Legislature.

INSIDE THE WORK FORCE

QSAC workers fight and win

It took time, a good plan and tremendous perseverance, courage and commitment but more than 400 workers at Quality Services for the Autism Community (QSAC) in Queens have won a union and will become part of CSEA.

QSAC, a private, non-profit agency serving the autism community at sites in Queens and Long Island, receives over 95 percent of its operating budget from the New York State Office of Mental Retardation and Development Disabilities (OMRDD).

"After a long struggle to exercise our right to form a union, we finally won and it feels great!" said Rosetta Muhammad, who has worked at QSAC for 2 1/2 years. "Now it's time to negotiate a contract."

Workers at QSAC, fed up with poor pay and benefits, short staffing, high turn over, arbitrary disciplines and firings and deteriorating quality of care for consumers began working with CSEA a year ago.

Workers formed a committee called QCARE (Quality Care Advocates for the Rights of Employees) with the goals of guaranteeing fairness and respect in the work place and better care for the consumers. When the employer refused to meet and two union activists were fired, the workers knew they were in for a struggle.

With the assistance of CSEA organizers, workers implemented a plan to fight for union recognition that would stop the employer from harassing workers for organizing. The workers decided not to suffer the pitfalls of a NLRB election and chose instead to use a card check procedure (see other story). The challenge was to convince the employer to accept a fair card check process.

"From the beginning of this campaign we wanted a fair process where workers could exercise their rights without fear of intimidation and harassment," said CSEA Metropolitan Region President George

Boncoraglio. "Through a neutrality/card check process, workers were able to decide if they wanted a union, free from management pressure, and once again a majority chose to form a union when they were truly free to do so."

CSEA members were crucial to the victory. Brooklyn Developmental Center Local President Denise Berkley, Creedmore Psychiatric Center Local President Rosemary Hampton and member Carlota Williams, and Bronx Psychiatric Center Local President Abraham Benjamin were all active and mobilized members who worked on the campaign.

Workers and CSEA staff contacted elected officials, and community and religious leaders for support. They organized a series of escalating events including leafleting and protests at QSAC public events, letter-writing campaigns to the QSAC Board of Directors and donors, facility walk-throughs and prayer vigils, and informational meetings with elected officials and community leaders.

The agency came under fire from government agencies and was cited for myriad offenses. The state attorney general launched an investigation of QSAC for failure to pay overtime and won back pay for many workers.

Assembly Member Peter Rivera, chair of the Assembly's Mental Health, Mental Retardation and Developmental Disabilities Committee, led a delegation of Assembly members in a walkthrough of QSAC. OMRDD launched its own investigation following a briefing by CSEA/QCARE about poor working conditions and inadequate care. In addition, CSEA filed a series of Unfair Labor Practices against QSAC for harassment, intimidation and surveillance of employees, which resulted in a settlement for the workers including back pay. Press coverage of the various events helped get the story out. Eventually QSAC management agreed to a neutrality card check procedure and the workers achieved a majority on Feb. 13.

"I am proud and honored to stand with this group," said NYC Council Member Hiram Monserrate, father of an autistic child and steadfast supporter of the workers. "Despite the many obstacles in their path, QSAC's hard-working staff is determined to secure a positive working environment and the high quality care QSAC's clients deserve."

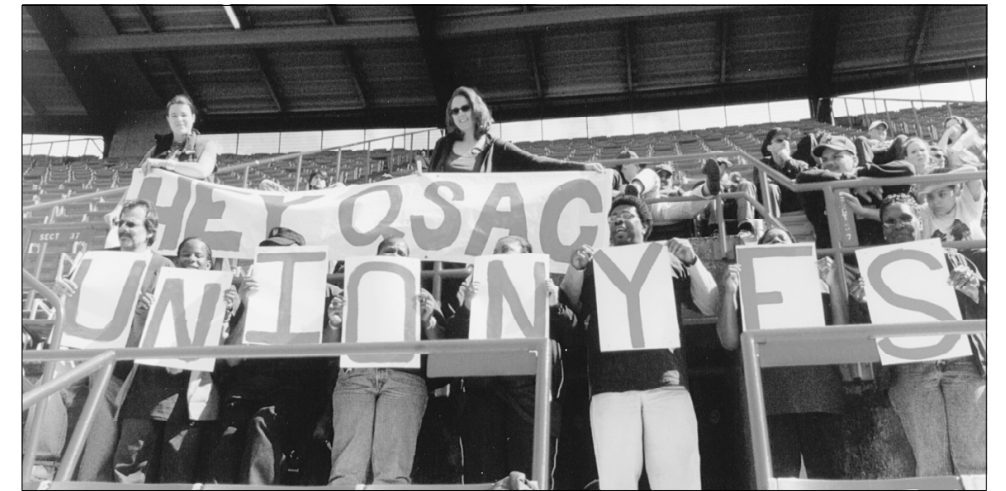
"QSAC employees have expressed their desires through an agreed-upon and fair process," said Assembly member Michael Gianaris who, along with



QSAC workers provide local elected officials with a comprehensive report of conditions at QSAC sites throughout Queens.

Monserrate and Assembly member Jose Peralta assisted the parties in reaching an agreement.

Other elected officials who supported the workers' rights to form a union include: Assembly members Audrey Pheffer, Marc Weprin, John Lavelle; State Senators Malcolm Smith and Toby Ann Stavisky; City Council Speaker Gifford Miller and Council Members Leroy Comrie and Margarita Lopez; State Comptroller Alan Hevesi, City Comptroller William Thompson, and Rep. Anthony Weiner. Organizations that supported



Jobs with Justice activists, CSEA members, QSAC members and other supporters tell QSAC what they want during an action at Shea Stadium on Autism Day.

the campaign include the Queens Federation of Churches, The Greater New York Labor-Religion Coalition, Jobs With Justice, and the New York City Central Labor Council, and AFSCME District Councils 37 and 1707.

President Danny Donohue comments on the QSAC victory, Page 4

Anatomy of an organizing campaign

The decision to join a union belongs to employees. Employers were originally forbidden to use their power to interfere in the employees' decisions. As the power of corporations grew, amendments and legal decisions tilted the laws heavily in favor of employers.

Today, workers in the private sector find themselves in pitched battles with employers. The current system makes a free choice and a fair union election virtually impossible. Current law allows employers to fight back with shameful tactics to intimidate workers and threaten them with their jobs.

The penalties for misconduct are so insignificant that employers use illegal tactics to create a climate of fear. By law, employers may not harass, discipline or fire employees for supporting the union. In practice, it happens all the time.

An estimated 10,000 workers are fired each year simply for wanting to join a union. Employers can also manipulate the process and stall and stonewall for years in hopes that their employees will give up. Current practice allows employers to file frivolous legal appeals at every stage of the process to delay an election or contract negotiation.

An alternative to an NLRB election is a neutrality card check procedure. Sanctioned by federal law, card check is a legal and legitimate way to show that employees want a union. When a majority of employees have signed a union authorization card or petition that a neutral third party, usually a respected member of the community, makes sure that the cards or petition are authentic by checking it against a list of eligible employees. The neutral verifies that a majority has signed in favor of the union. Then the employer must recognize the union and begin negotiations for a union contract.



State Assemblyman Jose Peralta joins QSAC workers and CSEA members during a rally outside Terrace on the Park in Queens where QSAC was holding a fund-raiser.



QSAC workers, CSEA members, and supporters at a press conference announcing the workers' organizing win.

Observe Workers Memorial Day April 28

Thirty-two years ago, Congress passed the Occupational Safety and Health Act (OSHA), promising every American worker the right to a safe job.

Today, nearly 6,000 workers are killed at work, 50,000 die from occupational diseases and millions more are injured every year.

In fact, the Bush administration has rolled back, blocked, or stalled many important safety protections. For example, Bush has



repealed the ergonomics standard, halted work on dozens of new safety and health standards and ignored important safety research.

At the same time, his administration continues to stack advisory committees with management representatives and even shuts workers and unions out of OSHA's voluntary programs.

Because of this, working men and women are subjected to dangerous, sometimes hazardous, work conditions

with little or no protections at all. Help spread the word that the assault on workers' rights will not be tolerated any longer by both observing Workers Memorial Day and speaking to others in your communities about this important issue.

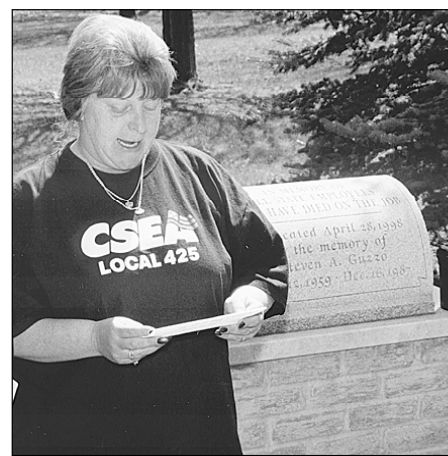
Ways you can make a difference:

- Hold a candlelight vigil, memorial service, or moment of silence to remember those who have died on the job and to highlight job safety problems in your community.

- Create a memorial at workplaces or in communities where workers have been killed on the job.
- Distribute workplace fliers and organize a call-in to congressional representatives during lunchtimes or break times. Tell your members of Congress to support stronger PESH protections.
- Write a letter to the editor of your local paper.

— Kari Amidon

Workers Memorial Day honors fallen CSEA members



In 2003, CSEA Western New York DDSO Local President Dawn Smith honors workers who died on the job at the facility's Worker Memorial.

On April 28, CSEA will join the unions of the AFL-CIO in remembering workers killed on the job. CSEA mourns the loss of two members who died this past year.

Bonnie Cook, an employee of the Unified Court System, worked for the Syracuse City Courts, died following an asthma attack while taking a tour of the new court facility she and her co-workers were about to move into.

CSEA investigated to identify contributing safety and health issues and to possibly delay the occupancy of the new building. Following the investigation, PESH cited the employer for

failing to report the fatality, but determined that there was no way to associate the death with any unusual condition of the new facility.

Willie Young, 38, an employee of the Syracuse City Schools, was found unconscious in his delivery truck. It was determined that he died of natural causes, having suffered a heart attack.

For details on Workers Memorial Day events, go to your CSEA region website at www.csealocal1000.org or consult with your local president.

Teens charged in DOT Hamburg incident

HAMBURG — Two teen-agers have been arrested and charged in several shootings at motorists driving Hamburg roads and streets.

The weapon allegedly used was a paint ball gun, loaded with marbles instead of paint balls.

DOT Hamburg Local member Ron Auer was a victim in late January of such an attack, as he was driving a salt run on state roads in the village. He was able to maintain control of the 30-ton vehicle, even though he was hit with pieces of glass from the windshield.

He returned to the DOT garage, and notified police of the incident before seeking treatment for himself.

— Ron Wofford

SEFA campaign highlights successful fund-raising efforts

ALBANY — CSEA President and co-chairman of the State Employee Federated Appeal (SEFA) campaign, Danny Donohue, presented awards to several individuals and teams who demonstrated outstanding achievement in SEFA fund-raising efforts.



Despite an uncertain economy, being without a state contract for the past year and a large number of past SEFA donors who recently retired, the 2003 SEFA program was extremely successful. More than 60,000 state employees pledged in excess of \$9.2 million to charitable causes through SEFA in 2003. The awards program highlighted the teams and individuals who went above and beyond for the cause.

CSEA member Ara Newman, a calculations clerk at Camp Gabriels, led her staff's efforts for SEFA and was recognized with a team award. The team

increased participation by 4 percent and raised their giving by 34 percent. Camp Gabriels was one of 30 accounts with an increase in their campaign for 2003.

"I am really proud of how well people donated at our facility," said Newman. "They picked a charity that moved them and gave generously," she said.

Newman credits the team's success to personalizing the campaign. She and two others met one-on-one with the 140-person staff to explain and educate them about SEFA. "It was really fun to meet all the employees and get them excited about giving," she said. "By meeting them personally, we could explain the ease and convenience of payroll deduction. Those small contributions each pay period add up to a sizable donation — and it seemed effortless to them," she said.

Donohue thanked and praised all teams and



CSEA President and SEFA Co-Chairman Danny Donohue presented a team achievement award to CSEA member Ara Newman from Camp Gabriels.

individuals whose efforts made the campaign so successful.

"Thank you all for everything you do in support of your communities," said Donohue. "Please accept our sincerest compliments and admiration for stepping up for

this important task. Our neighborhoods will be better for your efforts and all our colleagues in New York state service," he said.

— Amy Scharf



Operation Adopt a Soldier

WILTON — The CSEA staff at Mt. McGregor Correctional Facility are hosting a project to help bring mail and kind words to service men and women currently serving across the globe, including in the United States.

The staff asks that you write letters, send a card or a note to those serving their country.

To download a list of service people who would like to receive mail, complete with addresses, visit the CSEA web site at:

www.csealocal1000.org/region4.php

You can also contact Mt. McGregor Local President Cliff Seguin Jr. at (518) 587-3960, ext. 3801.



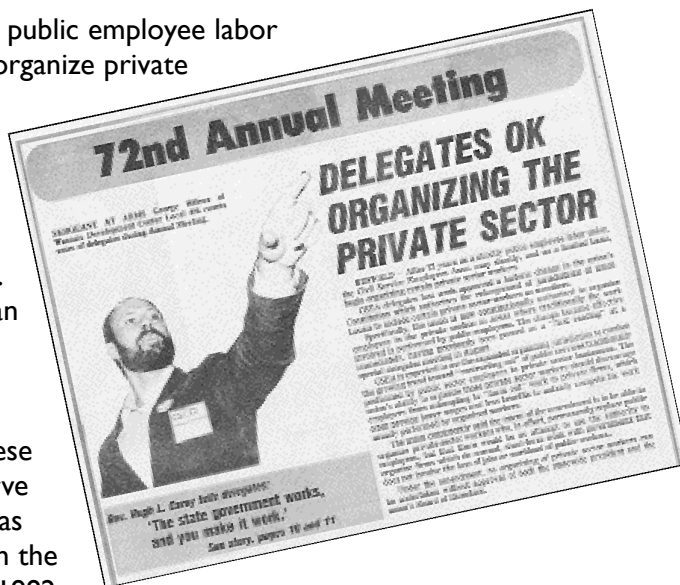
Also in 1982:

- * Michael Jackson's "Thriller" album hit the stores and became the most popular album to date.
- * Cats opened on Broadway and became Broadway's longest running show.
- * The Equal Rights Amendment failed.
- * "E.T. — Extra Terrestrial" opened at the movies.
- * Princess Grace of Monaco, 52, died in an automobile crash.
- * James Hinckley Jr. was found not guilty by reason of insanity in the attempted assassination of President Ronald Reagan.

22 years ago ...

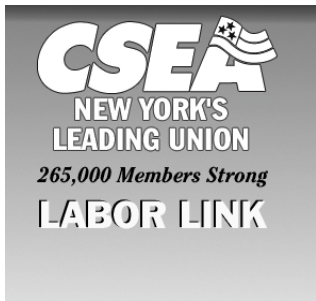
In 1982, after 73 years as a strictly public employee labor union, the CSEA delegates voted to organize private workers in areas where work was traditionally performed by public employees. This historic move proved essential in fighting the trend toward contracting out public services to private sector businesses.

The importance of this decision can be seen today, as CSEA's continued growth is reflected by our successful efforts to organize private sector workers. (See story, pages 10-11.) These hard working men and women deserve the same benefits and opportunities as current CSEA members. And, through the constitutional amendment passed in 1982, CSEA actively seeks to organize and ensure that more members can become part of New York's leading union.



A fast for workers

NEW YORK CITY — An interfaith vigil at City Hall was held recently in support of hundreds of low-wage city unionized



said Rabbi Michael Feinberg, Executive Director of the Greater New York Labor-Religion Coalition. "The religious

homemakers who are fighting for a decent contract kicked off the Ninth Annual 40 Hour Fast sponsored by the Greater New York Labor-Religion Coalition.

"While we are told that the economy is in recovery, it's important to take these 40 hours to consider the tens of thousands of American workers who have been left out of this economy,"

community in particular has a substantial stake in seeking worker justice."

Similar vigils, in which CSEA members took part, were held across the state, including Albany.

Homemakers, who care for children in households where parents are mentally or physically unable to provide adequate care, currently earn at about the minimum wage. Many

homemakers are women of color, single heads of households and are both native born and immigrants.

New York City, through the Office of Management and Budget, the Office of Labor Relations and the Agency for Children Services (which is the direct funding source of the home care/homemaker employers) assumes no responsibility to discuss or to be part of any negotiations regarding these low wage, certified employees.

The vigil kicked off the Ninth Annual 40 Hour Fast sponsored by the New York Labor-Religion Coalition. Under the theme of "Remembering



CSEA joined an interfaith vigil at New York City Hall in support of low wage city unionized homemakers who are fighting for a decent contract. The vigil kicked off the Ninth Annual 40 Hour Fast sponsored by the Greater New York Labor-Religion Coalition.

our Betrayed Workers," the Fast invites all New Yorkers to go without solid food for 40 hours.

During this experience of hunger, Fast participants are asked to hunger for justice by petitioning elected

officials to increase the minimum wage, and bring justice to low wage workers like farm workers, home care workers, security guards and janitors.

— David Galarza

CSEA retirees mobilize

CSEA retirees from around the state mobilized for health care reform on March 4, as part of "Health Care Action Day" sponsored by Jobs With Justice Coalition.

CSEA members joined a coalition of union members, retirees, and supporters of health care reform to bring attention to the glaring problems in the new Medicare law that was recently passed by President Bush.

The new Medicare law encourages companies to shift drug costs to retirees and sets up Healthcare Savings Accounts (HSAs) that will only benefit the well and the wealthy, undermining the current system of job-based coverage with large risk pools that help keep insurance affordable.

CSEA retirees in the Metropolitan, Southern, Capital and Central Regions took part in a

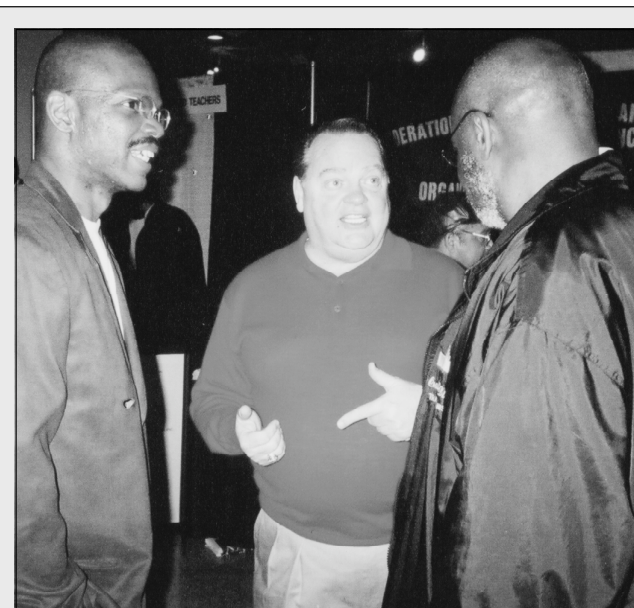
variety of activities to learn more about the detrimental effects of Bush's Medicare law and were encouraged to take action. Some held educational forums while others wrote letters and staged media events.

The Jobs With Justice Coalition reported that more than 125,000 people took part in this national mobilization day.

— Amy Scharf



CSEA Metropolitan Region retirees came together to sign letters to President Bush and Congressional leaders demanding they fix the Medicare law. They also wore stickers and distributed lollipops and fliers that said 'Don't be a Sucker — Bush's Medicare Scheme Makes you Suffer.'



CSEA members attend Black and Puerto Rican Conference

CSEA President Danny Donohue met with members attending the 33rd Annual New York State Black and Puerto Rican Legislators Conference in Albany. At the busy CSEA booth, hundreds of participants picked up information about the union and the industries in which CSEA represents workers.

What's In It For You?



Changing Dependent Status at EBF

You may know your original coverage under any plan offered by the CSEA Employee Benefit Fund is not automatic. Did you know that any change in dependent status is also not automatic? Just as you must enroll yourself and your dependents using our enrollment card, it is your responsibility to notify the Fund of any changes in dependent status by either completing the proper EBF form or calling the Fund directly. Proper notification of changes in dependent status ensures our members receive the appropriate coverage for new dependents. You must also notify the Fund to avoid your responsibility for charges incurred by an individual after he or she has ceased to be your dependent.

Notifying the Fund of Change in Full-Time Student Status

In August of every year the Fund mails student proof forms to dependents who have been formerly designated as full-time students working toward a degree (under the age of 25, 12 undergraduate credits, six graduate credits from an accredited institution). The Fund makes every effort to ensure all eligible dependents receive this form. If for some reason your dependent(s) meet the above criteria and do not receive a student proof form, it is your responsibility to obtain one, fill out your portion and submit for completion to the school's registrar department and send it back to the Fund. The Fund requires that current proof of student status be provided annually either by using our student proof form or obtaining a statement from the registrar's office indicating full time status. The member must also notify the Fund immediately if your dependent(s) no longer meets full-time student status. Failure to notify the Fund of proper student status will result in denial of claims.

Notifying the Fund of Legal Separation from Spouse

It is also your responsibility to notify the Fund of legal separation from a spouse. Under the guidelines designated

in all of our plan descriptions, a spouse is eligible for coverage under a Fund plan provided he or she is not legally separated from the member. Many health insurance carriers such as Empire or CDPHP require notification of divorce only. EBF terminates coverage from the date of legal separation not the divorce date. Members must submit to the Fund a removal of dependent form with a copy of divorce/separation papers or a letter from an attorney indicating that you are legally divorced or separated. The Fund has a right, as designated in all plan descriptions, to collect from the member all claims filed after the date of legal separation. To ensure proper coverage and to avoid claims collections, please obtain a removal of dependent form from the Fund. Promptly send the completed form back to us along with a copy of divorce/separation papers or a letter from an attorney indicating you are legally separated or divorced.

EBF vs. Your Health Insurance Carrier

Filing the proper forms for dependent student eligibility and legal separation from spouse updates Employee Benefit Fund files only. Your health insurance carrier may require different or additional evidence to prove student eligibility or legal separation. Make sure you know the eligibility criteria for both your Employee Benefit Fund AND your health insurance carrier. Questions on eligibility can be addressed using the following contact information:

Questions on EBF enrollment and eligibility — contact EBF Member Services at 1-800-323-2732 or www.cseaebf.com

Questions on health insurance eligibility — contact CSEA Health Benefits Department at 1-800-286-5242

Where to Obtain the Proper Dependent Status Forms from EBF

Please call the CSEA Employee Benefit Fund at 1-800-323-2732 and ask a representative for the proper dependent status form. All of our forms as well as plan descriptions are also conveniently available to view or print online at: www.cseaebf.com

Timely updates in dependent status will insure that your benefit records at the CSEA Employee Benefit Fund are accurate so that your claims can be processed.

Health Benefits Department



Protecting Your Benefits

Prescription Drug Information For HMO Enrollees

CSEA-represented enrollees and their eligible dependents currently enrolled in a Health Maintenance Organization should always check with their individual health plan prior to filling a prescription written by a dentist. HMOs will only cover prescriptions written by a participating physician/dentist of their plan.

In some cases, dental benefits are provided through the CSEA Employee Benefit Fund, or another dental program. If a physician/dentist that does not participate with your HMO writes a prescription, the HMO will not pay for that prescription.

If you are covered by an HMO and are given a prescription written by the dentist, contact the HMO to see if the dentist is considered a participating provider. If not, contact your primary care physician to write the necessary prescription.

If you would like to learn more about the prescription drug coverage that is available from your HMO, please contact your individual health plan directly.

Promoting Good Health

May 15 is deadline for submitting proposed resolutions, changes to CSEA's constitution and bylaws

Proposed resolutions and proposed amendments to the CSEA Constitution & Bylaws for consideration by CSEA delegates to the union's 2004 Annual Delegates Meeting **must be submitted by May 15, 2004.**

Proposed resolutions may be submitted **only** by a delegate and **must** be submitted on the proper forms. Forms for submitting resolutions are available from CSEA headquarters and region offices.

Proposed resolutions and proposed amendments to the Constitution and Bylaws must be submitted no later than May 15 to Statewide Secretary Barbara Reeves, CSEA Headquarters, 143 Washington Ave., Albany, N.Y. 12210-2303.

The 2004 CSEA Annual Delegates Meeting will be held Sept. 19-24 in Washington, D.C.

An Ever Better Future

April 15 deadline for CSEA scholarships

April 15 is the deadline for graduating high school seniors who are sons or daughters of CSEA-represented employees to apply for scholarships offered by or through CSEA.

A single application covers three scholarship programs. Applications are available from CSEA local or unit presidents, at CSEA headquarters, region or satellite offices, or may be downloaded from the Member Benefits section of the CSEA web site: www.csealocal1000.org.

Irving Flaumenbaum Scholarship

Eighteen scholarships will be awarded to graduating high school seniors of CSEA members. Three \$1,000 awards will be presented in each of CSEA's six regions.

JLT Award

One \$2,500 JLT Award Scholarship will be presented to a graduating high school senior entering the SUNY system. The top 2 percent of scholastic achievers, based on high school average, class rank and SAT scores will be selected to create the eligibility pool for this scholarship.

MetLife Award

One \$2,500 MetLife Award will be presented to a graduating high school senior and is not limited to a student entering the SUNY system. The top 2 percent of scholastic achievers, class rank and SAT scores will be selected to create the eligibility pool for this scholarship.

Winners will be notified in June and announced in *The Work Force*. The CSEA scholarship program is administered by the CSEA Memorial Scholarship Committee.

Local 1000 Members **CSEA** AFSCME, AFL-CIO
LEGAL SERVICES PROGRAM

KNOW YOUR RIGHTS!



This members-only benefit program provides attorney representation for
**WORKERS' COMPENSATION;
SOCIAL SECURITY DISABILITY;
PERSONAL INJURY and
PERSONAL LEGAL MATTERS**
for members AND their dependents.

Quality legal representation at little or no out-of-pocket cost for injury/illness related matters. Also, representation is available at pre-negotiated, pre-published fees for other personal matters.

Call 1-800-342-4146
and Follow Prompts for
CSEA Legal Services Program

NYS AFL-CIO Scholarship deadline approaches

The New York State AFL-CIO will award a four-year scholarship to a 2004 graduating high school senior who intends to pursue a career in labor relations or a related field. The scholarship will be for \$2,000 a year for four consecutive years for a total of \$8,000.

To be eligible, the applicant must be a 2004 high school graduate whose parent or guardian is a member of a union affiliated with the AFL-CIO and be accepted in a course of study in labor relations or a labor related interest such as history, economics, law, political science, sociology or journalism at an accredited institution of higher education in New York State.

The application must be submitted by April 15, 2004, and be accompanied by a letter of recommendation by a teacher/counselor from the applicant's school, an official transcript, SAT scores and an essay of 400 - 500 words on the topic: "How Unions Help All Workers."

The winner will be selected and all finalists notified of the decision in June. For more information or a copy of the application, visit the NYS AFL-CIO web site: www.nysaflcio.org or call 518-436-8516.

Stay informed about what state government is doing through

INSIDE ALBANY

CSEA is a longtime, major underwriter of this award-winning public television program. See the times below for the 2004 broadcast schedule in your area.



Saturday		
Binghamton	WSKG	2:30 pm
NYC	WNET	1:30 pm
Rochester	WXXI	5:30 pm
Sunday		
Albany	WMHT	12:30 pm 11:30 pm
Buffalo	WNED	10:00 am
Long Island	WLIW	7:00 am
NYC	WNET	6:00 am
Plattsburgh	WCFE	9:00 am
Syracuse	WCNY	1:00 pm
Watertown	WPBS	7:00 am
Monday		
Long Island	WLIW	12:00 noon

Leading Edge

BROWNVILLE — After retiring with more than 34 years of service with the state Department of Transportation in the Jefferson County Residency, some might expect CSEA member Robert Long would've avoided working with trucks and plows.

Those people would be wrong.

Instead, Long, a former highway maintenance worker II, works more closely than ever with trucks. What's changed is the scale of things.

Where the trucks used to tower over Long before he retired in 2001, now Long towers over the trucks.

Long hasn't gotten bigger, the trucks have gotten smaller — a lot smaller.

Since retiring, he's spent much of his time in his home garage workshop building scale models out of pine of the trucks he used to work on. All are painted standard highway yellow, and are incredibly detailed, even down to the miniaturized DOT insignia on the doors.

Long, 60, is married to his wife of 37 years, Jacqueline, and has three grown children. He now belongs to the CSEA Retiree Local in his area.

He's also used his modeling skills to continue a connection with his former co-workers. On several occasions, he has brought the models back to the residency to display them, and remember the good times he had with his co-workers.

Work Force Reporter Mark Kotzin caught up with Long at one of these visits to the Jefferson residency.

WF: Why did you start building these models?

RL: My grandfather modeled farm equipment in



wood. I decided if he could do it, so could I. They displayed some of his models at the local historical society museum, and now they've asked me to display some of mine.

WF: Do you build these to make money?

RL: I've sold a few, but you really can't put a price tag on this stuff. It's a lot of fun doing them. It takes a lot of time, a lot of thought, but it gives me something to do. It keeps the memories going. It's better than TV.

WF: How long does it take to build your models?

RL: Anywhere from two weeks for a simple dump truck, to six months for something more difficult, like the crane truck.

WF: What trucks have you built?

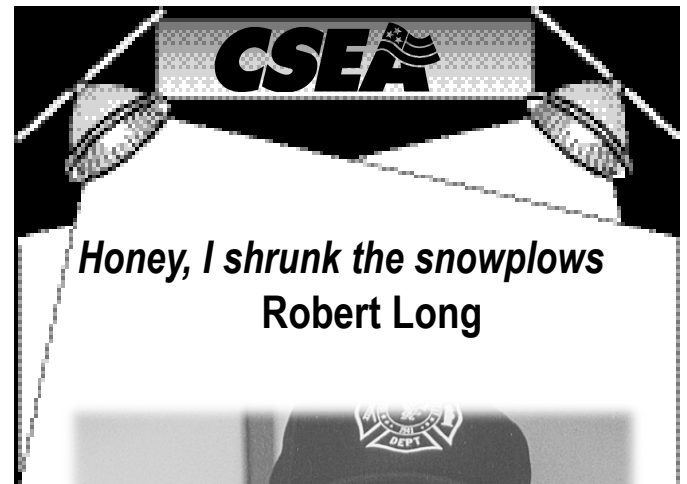
RL: A few snowplows, a crane, a loader, a roller, a paver, a gradeall, a dump truck. I'm now finishing up on a John Deere Grader I used to operate.

WF: What tools do you use to build your models?

RL: I have a full carpenter shop in my garage. A lot of work is done on the band saw, the scroll saw and the belt sander, and a lot of hand work. I piece and glue a lot of it together.

WF: Do you work from blueprints to keep the trucks to scale?

RL: No, I usually take a half a dozen pictures of the trucks, but most of it is just from memory. It's just a scale I come up with myself. Something that fits on a shelf that's not too big and not too small. It's just a matter of making it look right to me.



Retiree Robert Long spends much of his free time building detailed scale models of the trucks he used to work on as a Jefferson County DOT worker. A local historical society museum has asked to display some of his work.

If you want to LEAD CSEA wants you!

◀ Are you ready to LEAD the way to a better future, for yourself, your co-workers and your union?



◀ Are you ready to push yourself?

◀ Are you willing to make the commitment to be an effective advocate for working people?

If your answer is yes, then CSEA has a challenge for you. Apply for placement in the union's all new Leadership Education and Development (LEAD) program.

LEAD is an intensive 18 month program throughout the state to help equip CSEA members and activists with the knowledge and skills to develop into our next generation of leaders and ensure CSEA remains New York's Leading Union.

It will be rewarding in many different ways and well worth the effort.



If you or someone you know is up to the challenge, let us tell you more about what's in it for you:

Please tell me more about the LEAD program. I'm interested in developing my leadership skills and learning about how I can help CSEA continue its responsibilities as New York's Leading Union.

Name _____

Address _____

Home phone _____

E-mail address: _____

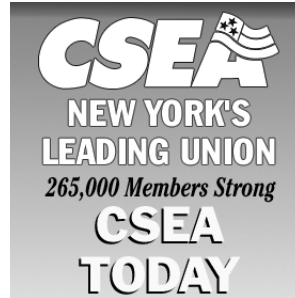
(clip and return by May 1 to: President's Office, CSEA, 143 Washington Avenue, Albany, New York 12210)

PEOPLE PERSON — The PEOPLE Recruiter of the Month for February is Debbie Downey of the Taconic DDSO. She recruited 13 new members to the PEOPLE program. PEOPLE is CSEA and AFSCME's political action program.

It is responsible for raising money and collecting voluntary contributions from the membership so that CSEA can effectively promote our interests at the state and federal level ... **PEOPLE CHECK OFF STATUS GAINED** — The town of Walkill and city of Middletown bargaining units recently negotiated a PEOPLE payroll deduction. CSEA members there will now be able to join PEOPLE via check off ...

STARPOINT SCHOOLS UNIT DEMANDS SCHOOL BOARD PRACTICE WHAT THEY PREACH —

The Starpoint Schools Unit, more than two years without a contract, has asked the school board in an ad in the local paper, "Starpoint teaches respect, responsibility, self-control, cooperation and courtesy. Are you practicing what you preach?" The ad concludes with "We challenge you to apply these simple rules in your contract negotiations with CSEA" ... **CSEA HELPS "SECURE" COUNTY PAYCHECKS** — Rockland County employees should have a lot more peace of mind on payday, thanks to CSEA's efforts. The union recently led a successful effort to have employees' full Social Security numbers taken off paychecks and pay stubs after many county employees expressed concern about



their privacy. CSEA represents about 2,600 county workers. Many workers received their checks without envelopes, raising concerns about identity theft. "Anyone could see what somebody else's Social Security number

was," CSEA Rockland County Local President William Riccaldo said. "It was a real issue of privacy for us." Rockland County Legislator Philip Soskin urged county lawmakers, at Riccaldo's behest, to change the policy — which also affected county legislators. "Privacy is of the utmost importance, and I'm very appreciative of Legislator Soskin's work. Our members are extremely happy with the changes," Riccaldo said ... **PUTNAM COUNTY CONTRACT DISPUTE** — The CSEA Putnam County Unit demonstrated outside the Putnam County Courthouse prior to the State of the County address and at the Villa Barone restaurant prior to the State of the County Breakfast to demand that County Executive Robert Bondi settle a fair, equitable contract with the union. About 300 CSEA members employed by the county have worked without a contract since Jan. 1. Bondi and other Putnam County officials have refused to meet with CSEA negotiators despite the unions repeated requests for continued meetings. The county has proposed an unacceptable contract package that includes a proposal to end longevity benefits for all new hires.

Break in membership affects eligibility for union office, voting privileges

A break in union membership status can have long-term future implications. Your membership status affects your eligibility with respect to:

- seeking or holding union office;
- signing nominating petitions for potential candidates;
- voting in union elections, and;
- voting on collective bargaining contracts.

Only members "in good standing" can participate in these activities. To be in "good standing," your dues cannot be delinquent.

If you go on unpaid leave or for any other reason have a break in your employment status, your dues will not continue to be paid through payroll deductions. You must make arrangements to pay your dues directly to CSEA to continue your membership status. If you are either laid off or placed on leave

without pay status due to becoming disabled by accident, illness, maternity or paternity, you may be eligible for dues-free membership status for a period not to exceed one year. If you are called up for active military duty you may also apply for dues-free status.

Note, however, you **must** continue to pay dues to run for office. Dues-free or gratuitous membership allows members to continue their insurance coverage while out of work. It does not protect your right to run for or hold office. This does not apply to members who are on leave due to being called up for military duty. Members on active military duty, upon return, are considered to have had continuous membership status for all CSEA election purposes.

Please notify the CSEA Membership Records Department at 1-800-342-4146, Ext. 1327, of any change in your status and what arrangements you are making to continue your membership in CSEA.



Workers Independent News Service now available online for CSEA members

Radio is a powerful force. More than 12,000 AM and FM stations broadcast to millions of listeners every day. But too often corporate viewpoints dominate the airwaves while workers' interests are ignored.

If you listen to what's considered "business news" on the radio today, you'll hear lots about stock prices, corporate earnings, and profit/loss ratios — but nothing about the people that make commerce possible.

Workers Independent News Service (WINS) gathers news by and about working people and broadcasts a daily newscast nationwide, on many stations. CSEA is working with WINS to promote airing the newscast on more stations across New York. In the meantime you can now hear it everyday on CSEA's website.



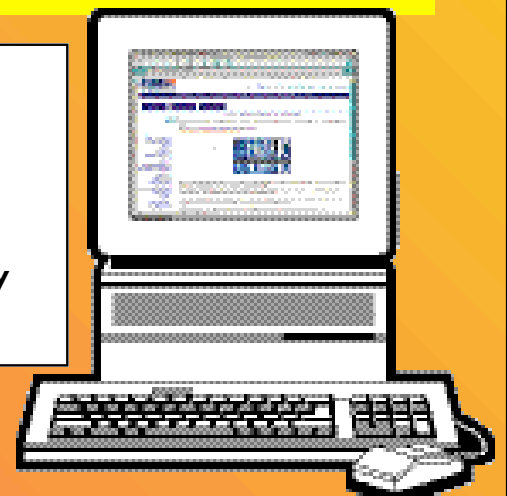
Visit the CSEA web site at www.csealocal1000.net and tune into WINS today!



To hear the Workers Independent News Service daily newscast online visit the CSEA website:

www.csealocal1000.net

Click on WINS and follow instructions to the members-only area.



THE WORK FORCE

Solid agreement

*More than 200 state local presidents
briefed on tentative agreement*

See story, Page 3



Photo by Mark M. Kotzin

Special State Contract supplement

How the tentative CSEA-New York state contract benefits you!



Read all the details here. If you have questions, ask your local CSEA representative or call your CSEA Region office.

Pay Increases

- \$800 bonus payable upon ratification
- 2.5 percent increase on base salary on April 1, 2004
- 2.75 percent increase on base salary on April 1, 2005
- 3 percent increase on base salary on April 1, 2006 **plus**
- \$800 increase **ON BASE SALARY** on April 1, 2007 (fourth year total - 5.5 percent increase on an average CSEA salary)

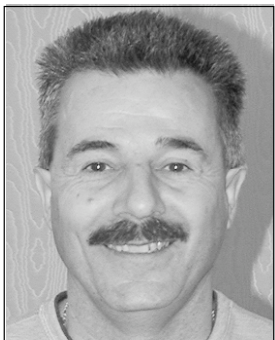
Health Insurance

Health care coverage is enhanced under the agreement, and there is **NO CHANGE** to percentage of employee premium contributions for health insurance.

The package includes an enhanced vacation/personal time buyback option to reduce the cost of health insurance premiums, and modest increases in co-pays and deductibles.

CSEA Executive Branch local presidents give the state contract negotiating team a standing ovation following a presentation on the contract.

Comments from some Negotiating Team members



"The Productivity Enhancement Program for NYSHIP enrollees below Grade 18, allows members to apply 1 1/2 days of accrued vacation or personal leave for a credit of \$200 towards their payments of their insurance premiums. Phase two will allow them to exchange 3 days of leave in exchange for a \$400 credit. That \$400 will reduce your premium payments by \$400 over the course of the year. So if you're a family member and your average payments are \$840, it will reduce that by half almost. It's a nice chunk of change and it's very, very, very helpful to most people who in our day and time are having a difficult time paying bills."

George Kalamaras, Airport firefighter, DMNA Suffolk County, five-year CSEA member, second contract negotiations



"I think the big thing is we got the state to realize that we need to cover seasonals and we came up with a committee comprised of CSEA, civil service, budget and GOER. And we're going to look at the issues and try to identify where seasonals are having problems and how we should take care of them. For years we've been taking baby steps. Now we've taken a great step and hopefully, next contract we'll be able to cover you fully."

Paul D'Aleo, 26-year member, Carpenter, Long Island State Parks, second contract negotiations

More highlights inside



Joyce Williams of the New York State Retirement System Local asks a question during the state contract briefing.

Contract ballot schedule

April 2 (Friday) — Ballots mailed

**April 12 (Monday) — Replacement ballots available by calling
(800) 342-4146, ext. 1279 or (518) 257-1279**

April 26 (Monday) — Deadline to return ballots 5 p.m.

April 27 (Tuesday) — Ballots counted, results announced



Above, CSEA President Danny Donohue answers a question during a press conference at CSEA headquarters ...

... and takes another question from the media, above right.

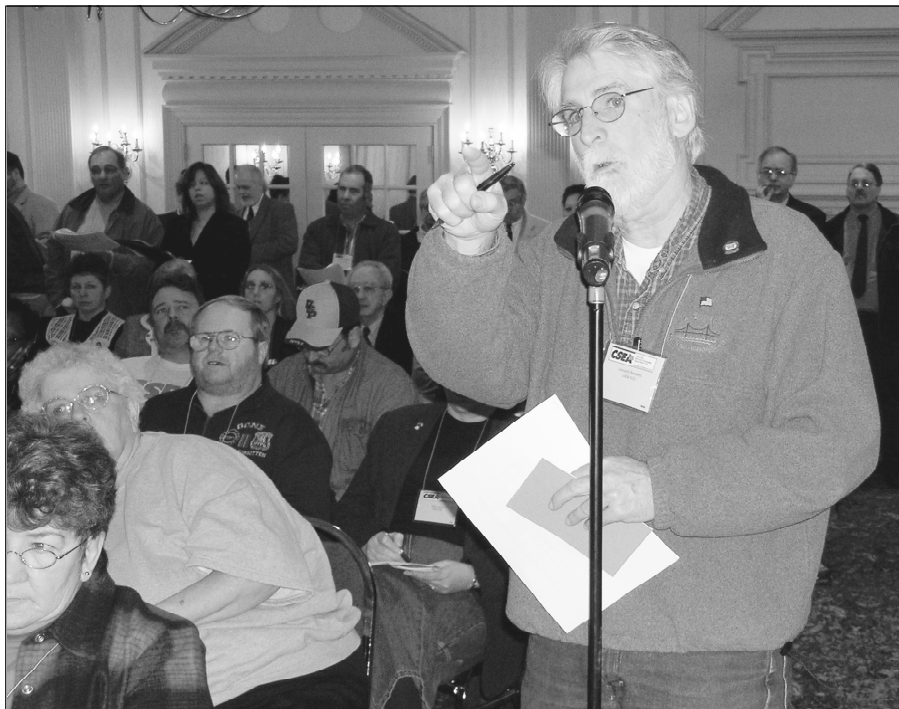
Left, a CSEA executive branch local president thanks Danny Donohue and the negotiating team for their work on the contract.

A welcome reception

Tentative agreement received favorably



Above, CSEA Executive Branch local presidents give the state contract negotiating team a standing ovation following a presentation on the contract. Below, SUNY New Paltz Local President Len Beaulieu asks a question during the local presidents briefing on the tentative agreement.



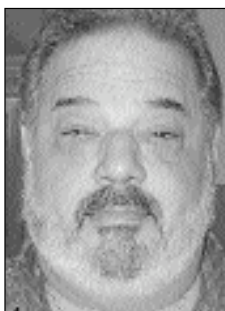
"We're now allowed to accrue up to 200 days of sick leave which can also be used towards your retirement in addition to your health insurance costs. It gives you more service credit which will mean more money when you retire."

Helen Fishedick, Developmental Assistant 2, Capital District DDSO, 36-year member, second contract negotiations



"The new Workers' Compensation benefit allows members who earn more than the statutory benefit, which is \$400 a week, to increase their payments when they're out on comp. The state is willing to pay up to 60% of their salary, which would be an additional amount of money beyond the \$400."

Lori Nillson, 25-year CSEA member, Developmental Assistant 2, Central New York DDSO, third contract negotiations



"I think the big thing is we got the state to realize that we need to cover seasonals and we came up with a committee comprised of CSEA, civil service, budget and GOER. And we're going to look at the issues and try to identify where seasonals are having problems and how we should take care of them. For years we've been taking baby steps. Now we've taken a great step and hopefully, next contract we'll be able to cover you fully."

Paul D'Aleo, 26-year member, Carpenter, Long Island State Parks, second contract negotiations



"There's an \$8 dollar increase in work related clothing per year. It represents a benefit to the members that we've been trying to fight for in the last three contracts and have not been able to increase. For a lot of our members, who work in less than clean situations, this helps defray the cost of clothing that they have to buy. It's extra money. And that's what this whole contract is about — trying to put more money in peoples pockets."

Tom Warzel, Plant Utility Engineer, SUNY Buffalo, 33-year member, fifth contract negotiation

2003-2007 Civil Service Employees Association and New York State Tentative Agreement Highlights

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 7 – Across the Board Increases	NONE	<ul style="list-style-type: none"> \$800 bonus upon ratification (pensionable) 2.50% in April 2004 2.75 % in April 2005 3.0% in April 2006 <p style="text-align: center;">and</p> <p>\$800 increase ON BASE SALARY on 3/31/07 (4th Year Total – 5.5% increase on average CSEA salary.</p>
Article 7 – Downstate Adjustment and Mid-Hudson Adjustment	<ul style="list-style-type: none"> Downstate Adjustment \$1,200 Mid-Hudson Adjustment NONE 	<ul style="list-style-type: none"> Downstate Adjustment 4/1/04 - \$1,230 4/1/05 - \$1,264 4/1/06 - \$1,302 Mid-Hudson Adjustment Mid-Hudson Adjustment for Dutchess, Putnam and Orange Counties ATB rate increase applied 4/1/04 - \$615 4/1/05 - \$632 4/1/06 - \$651
Article 7 – Hazardous Duty	<ul style="list-style-type: none"> \$0.50 per hour 	<ul style="list-style-type: none"> Increased to \$0.60/hour
Article 7 – Inconvenience Pay	<ul style="list-style-type: none"> \$500 a year 	<ul style="list-style-type: none"> Increase to \$550 a year
Article 7 – Holiday pay	<ul style="list-style-type: none"> Thanksgiving and Christmas – earn holiday pay at the rate of time and one half, and compensatory time at straight time. Holiday recall is only available during the first 7.5 or 8 hours of a designated holiday shift, even if alternative work schedule. 	<ul style="list-style-type: none"> Thanksgiving and Christmas – earn holiday pay and compensatory time at the rate of time and one half. Holiday recall is available beyond 7.5 or 8 hours of a designated holiday shift for an employee whose regular shift is more than 7.5 or 8 hours. For example, a 10-hour employee gets recalled on a workday holiday beyond the holiday portion of his shift (9th hour), he/she now eligible for holiday recall.
Article 23 – Overtime Meal Allowance	<ul style="list-style-type: none"> \$5.00 per meal Contiguous either prior to the start of employee shift or at the conclusion of employee shift 	<ul style="list-style-type: none"> \$5.50 per meal No longer necessary to be contiguous Less than full-time are eligible when they meet the same criteria as a full-time employee.
Special Assignment to Duty Pay (Side Letter)	NONE	<p>Side Letter:</p> <ul style="list-style-type: none"> Certain employees whose jobs require them to work on highway Rights-of-Way (ROW) will be provided additional compensation. <p>Duty Assignments – Assignments that are within the highway ROW include:</p> <ul style="list-style-type: none"> Highway infrastructure maintenance (roads/bridges) Repair and replacement Pavement marking Tree pruning and removal Traffic signal Sign installation and repair Roadside mowing Debris cleanup Truck inspection Motorist assistance (H.E.L.P.) <p>Benefit – Employees who work 50% or more under such conditions in a calendar year will receive a lump sum payment of \$500.</p> <p>Qualifying Process – Management has 45 days from end of calendar year to notify employees who are not qualified for such payment. Employees may appeal and management has 45 days to make a final determination.</p> <p>Pilot – Upon ratification this benefit will begin as a pilot project and will end on March 31, 2007 unless union and management agree to extend it.</p> <p>Committee – Joint Labor Management Committee to review additional activities that may constitute a special assignment to duty</p>

Health Insurance Benefit Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Empire Plan Hospital/Medical Changes		
Article 9.2(a) Hospital Outpatient Services	\$25 copayment per outpatient visit. The hospital outpatient copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, pre-admission testing/pre-surgical testing prior to an inpatient admission and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, hemodialysis.	Effective 1/1/05 \$30 copayment per outpatient visit. The hospital outpatient copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, pre-admission testing/pre-surgical testing prior to an inpatient admission and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, hemodialysis.
Article 9.2(a) Emergency Room Services	\$35 copayment for emergency room services. Emergency room copayment will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting.	Effective 1/01/05 \$50 copayment for emergency room services. Emergency room copayment will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting.
Article 9.2 Hospital Extension Clinics (New)	Facility charges at hospital extension clinics currently excluded from coverage.	Effective January 1, 2005 coverage will include charges for services provided in a remote location of the hospital, including hospital owned and operated on-site and off-site extension clinics. Applicable copayments will apply as follows: <ul style="list-style-type: none"> Emergency care provided in the emergency room or an extension clinic of the hospital will be subject to the \$50 Emergency Room copayment. Outpatient services provided in the outpatient department of a hospital or an extension clinic of the hospital will be subject to the \$30 Outpatient Hospital copayment.
Article 9.3 (a) Office Visit	\$10 copayment per covered individual. Office visit charges by participating providers for well childcare, including routine pediatric immunizations, will be excluded from office visit copays.	Effective 1/01/05 all covered charges provided by participating providers during a visit will be subject to a \$12 copayment per covered individual. Office visit charges by participating providers for well childcare, including routine pediatric immunizations, will be excluded from office visit copays.
Empire Plan Hospital/Medical Changes		
Article 9.3 (c) Outpatient Surgery	All covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a \$10 copayment .	Effective 1/1/05 all covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a \$12 copayment .
Article 9.3 (e) Diagnostic/Laboratory Services	All covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a \$10 copayment per covered individual.	Effective 1/01/05 all covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a \$12 copayment per covered individual.
Article 9.3(f) Outpatient Radiology Services	All covered outpatient radiology services performed by a participating provider during a visit will be subject to a \$10 copayment per covered individual.	Effective 1/01/05 all covered outpatient radiology services performed by a participating provider during a visit will be subject to a \$12 copayment per covered individual.
Empire Plan Enhancements – Basic Medical Changes		
Article 9.4(a) Basic Medical Deductible	The basic medical component deductible shall equal \$185 per enrollee; \$185 per covered spouse or domestic partner; and \$185 for one or all dependent children.	Effective 1/1/05 , the basic medical component shall equal \$225 per enrollee; \$225 per covered spouse or domestic partner; and \$225 for one or all dependent children.
Article 9.4(b) Maximum Out-Of-Pocket Expense	The maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall remain \$776 per individual or family in any one year.	Effective 1/1/05 , The maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall equal \$900 per individual or family in any one year.
Article 9.4(b) Reduced Out-Of-Pocket Maximum	For enrollees earning \$24,657 or less in base annual salary on April 1, 2002 , the \$776 maximum shall continue to be reduced to a maximum of \$500 in coinsurance per year. Enrollee must be head of household and sole wage earner in a family.	Effective 1/1/05 for Employees in a Title Salary Grade 6 or Below or an Employee Equated to a Position Salary Grade 6 or Below on January 1, 2005 , the \$900 Maximum Coinsurance Out-of-pocket Expense Shall Be Reduced to a Maximum of \$500 in Coinsurance Per Year. (No Sole Wage Earner Requirement and Automatic Enrollment.)

2003-2007 Tentative Agreement Highlights

Empire Plan Enhancements

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.4(d) Lyme Disease Vaccine Study	The JCHB shall work with the State to explore the addition of Lyme Vaccine to the list of injectable adult immunizations based on the State's workplace pilot project and the long-term effectiveness of the vaccine.	Delete Language
Article 9.4(h) Hearing Aids	Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit and shall be reimbursed up to a maximum \$1,200 once every four years . For children 12 and under the same benefit can be available after 24 months.	Effective 1/1/05 • \$1,200 Per Hearing Aid, Per Ear, Once Every 4 Years • Children 12 and Under, Once Every 2 Years. Effective 1/1/06 • \$1,500 Per Hearing Aid, Per Ear, Once Every 4 Years • Children 12 and Under, Once Every 2 Years.
Article 9.4(f) Mastectomy Prosthetics	Covered under Basic Medical.	Effective January 1, 2005 Mastectomy prosthetic(s) 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 prosthetic(s) in a calendar year. • Pre-certification through the Home Care Advocacy Program is required for any single external prosthetic costing \$1,000 or more. If a less expensive prosthetic can meet the individual's functional needs, benefits will be available for the most cost-effective alternative.
Article 9.2(c) Centers of Excellence Program (New) Cancer Research Program	Centers of Excellence Program currently include Transplants and Infertility.	Effective January 1, 2005 or as soon as practicable thereafter , the Empire Plan Centers of Excellence Program will be expanded to include Cancer Resource Services. The Cancer resource Program will provide: - Direct telephonic nurse consultations; - Information and assistance in locating appropriate care centers; - Connection with cancer experts at Cancer Resource Services network facilities - A modest travel allowance; and - Paid-in-full reimbursement for all services provided at a Cancer Resource Service network facility when the care is pre-certified.
Article 9.5 Substance Abuse Lifetime Maximum	The Lifetime maximum for substance abuse care including alcoholism, under the non-network coverage is \$100,000 for you, the enrollee and \$100,000 for each of your covered dependents.	Effective 1/1/04 – Retroactive The Lifetime maximum for substance abuse care including alcoholism, under the non-network coverage is \$250,000 for you, the enrollee and \$250,000 for each of your covered dependents.
Article 9.6 Non-Medically Necessary Hospital Days	\$100 Copayment for Each Day That Hospitalization Is Deemed Non-Medically Necessary.	Effective 1/1/05 Any Hospital Day Deemed Non-Medically Necessary Will Not Be Covered Under the Empire Plan. Enrollee Has the Right to Appeal Through Hospital Carrier and Regulatory Agency.
Article 9.9(c) Infertility Coverage	Lifetime coverage limit per individual of \$25,000	Effective January 1, 2005 , the lifetime coverage limit per individual will be increased to \$50,000 .
Article 9.11 Disease Management	Current Empire Plan Disease Management Programs include Cardiovascular Risk Reduction, Migraine Management, Asthma and Diabetes.	As soon as practicable, the Empire Plan Disease Management component shall be expanded to include two (2) additional programs. If time permits, a third Disease Management Program will be added.

Empire Plan Prescription Drug Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.14(b) Prescription Drug Retail or Mail Order – 30 day supply	<ul style="list-style-type: none"> • \$5 copayment for generic drugs • \$15 copayment for brand name drugs with no generic equivalent. • Up to 90-day supply with one copayment • Mandatory generic 	Effective January 1, 2005, a third level of prescription drugs and prescription copayments will be created to differentiate between brand name and non-preferred brand-name drugs. The copayment for prescription drugs purchased at retail pharmacy for a 30-day supply will be: Generic – \$5 Preferred Brand – \$15 Non-Preferred Brand – \$30 Mandatory generic

Empire Plan Prescription Drug changes cont'd.

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.14(b) Prescription Drug Retail – 31 to 90 day	<ul style="list-style-type: none"> • Up to 90-day supply with one copayment • Mandatory generic 	Effective January 1, 2005 , the copayment for prescription drugs purchased at retail pharmacy for a 31 to 90 -day supply will be: Generic – \$10 Preferred Brand – \$30 Non-Preferred Brand – \$60 Mandatory generic
Article 9.14(b) Prescription Drug Mail Order – 31 to 90 day supply	<ul style="list-style-type: none"> • Up to 90-day supply with one copayment • Mandatory generic 	Effective January 1, 2005 , the copayment for prescription drugs purchased at the mail service pharmacy for a 31 to 90 -day supply will be: Generic – \$5 Preferred Brand – \$20 Non-Preferred Brand – \$55 Mandatory generic

Eligibility Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.18 Domestic Partner Coverage	Domestic partner must have been in the partnership for at least one year and there will be a two-year waiting period from the termination date of your previous partner's coverage before an employee may again enroll a domestic partner.	Effective January 1, 2005 , the employee and the domestic partner must have been in the partnership for at least six (6) months and there will be a one-year waiting period from the termination date of your previous partner's coverage before an employee may again enroll a domestic partner.

Empire Plan Enhancements

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Prosthetics and Orthotics	Covered Under Basic Medical Component Subject to Deductible and Coinsurance.	Effective 1/1/05 • Paid-in-full Benefits If Obtained Through an Approved Prosthetic/Orthotic Network Provider. • Basic Medical Benefits Apply If Not Obtained Through an Approved Prosthetic/Orthotic Network Provider
Discount Provider Network	None	Effective 1/1/05 Through 12/31/06 – Pilot - Empire Plan Enrollees Will Have Access to an Expanded Network of Providers Through An Additional Provider Network - Basic Medical Provisions Will Apply to the Providers in the Expanded Network Option - Payment Will Be Made by the Plan Directly to the Discount Providers. No Balance Billing of Discounted Rate Will Be Permitted.

JCHB Endeavors

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.26(d)(2) Empire Plan Consolidated Telephone Number	Empire Plan consolidated telephone number has been accomplished.	Delete language
Urgent Care Facilities	None	The JCHB will work with the State and medical carrier to develop an enhanced network of urgent care facilities.
Medical Flexible Spending Account Debit Card	None	The JCHB will work with the State to implement a direct debit vehicle to be utilized under the Medical flexible Spending Account.
Purchasing of Prescription Drugs	The JCHB will work with the State to study the feasibility of an inclusive statewide "carve-out" program for prescription drugs.	The Joint Committee on Health Benefits will work with the State to study the feasibility of purchasing prescription drugs through an alternate arrangement resulting in substantial savings to the program. The JCHB will work with the State on the redesign of this benefit.
Empire Plan Alternate Funding Arrangement	None	The JCHB will work with the State to study the feasibility of administering the Empire Plan through an alternate funding arrangement.
Two Person Premium	None	The Joint Committee on Health Benefits shall study the feasibility of a two-person premium.
Empire Plan Hospital Network	None	The Joint Committee on Health Benefits will work with the State and the Empire Plan hospital and medical carriers to explore the development of an Empire Plan Hospital Network, which shall include paid-in-full benefits for anesthesiology, radiology and pathology.

2003-2007 Tentative Agreement Highlights

ISSUE

Article 10 - Productivity Enhancement Program

CURRENT BENEFIT

- Health Option Program
- Every year eligible employees may choose to reduce their prospective SL accruals by 3 days per year in exchange for a \$300 credit to be used to reduce that year's health insurance premium deduction

Eligibility:

- Annual salaried
- Earn SL credits
- Have SL balance of 15 or more days
- NYSHIP enrollee

Part-Time employees

- Earn 3 fewer pro-rated days a year
- Receive a pro-rated portion of \$300

When?

- Election date 11/1/00
- Effective 1/1/01

Pilot Program

- Expires 12/31/01 unless parties agree to extend
- If continued, \$300 increased by the across the board percentages

Article 10 - Sick Leave Accumulation

- Up to 165 days of sick leave credits could be used towards retirement service and up to 200 days of sick leave credits could be used to pay for health insurance in retirement.

Article 10 - Sick Leave at Half-Pay

- ISU, DMNA and OSU may serve a waiting period of up to 30 consecutive days
- ASU has a waiting period of 3 consecutive days

Appendix - Leave Donation Program

- Donation allowed across agency lines to eligible family members and further discussion for enhanced cross-agency donation during term of agreement.

Educational Leave

NONE

Compensatory Time for Overtime Program (Side Letter)

NONE

TENTATIVE AGREEMENT

- Eligible employees may exchange previously accrued vacation credits and/or personal leave for a dollar credit to be applied toward the employee share of their health insurance premium.

Eligibility:

- Below salary grade 18 or equated to a position below salary grade 18
- Have vacation leave/personal leave balance of 8 days or more
- NYSHIP enrollee (Empire Plan or HMO)

Part-Time Employees

- Exchange pro-rated days of vacation leave/personal leave for a pro-rated dollar credit

Phase 1 -

- Enrollment May-June 2004
- Exchange 1.5 days for 1 \$200 credit
- Applied toward NYSHIP premiums for 7/1/04 to 12/31/04 time period

Phase 2 -

- Enrollment November 2004
- Exchange 3 days for a \$400 credit
- Applied toward NYSHIP premiums for 1/1/05 to 12/31/05 time period

Phase 3 -

- Enrollment November 2005
- Exchange 3 days for a \$400 credit
- Applied toward NYSHIP premiums for 1/1/06 to 12/31/06 time period

Pilot Program

- Expires 12/31/06 unless union and management agree to extend it.

- Up to a total of 200 days of sick leave credits can be used for both retirement service credit and to pay for health insurance in retirement.

- No waiting period unless the employee was formally disciplined for leave abuse during the previous year.
- Employees who were formally disciplined may serve a waiting period of up to 10 days

- Non-family members can donate across agency lines.
- Effective upon ratification and ends on March 31, 2007 unless the union and management agree to extend it.

- Management can allow an employee whose position requires either a certification or a professional license (excluding a class D Drivers license) as a minimum qualification, up to 3 days of leave a year to attend program(s) required to maintain such certification or license.
- Leave not cumulative from year to year.
- No cash liquidation

Side Letter:

- Allow certain employees to choose compensatory time in lieu of overtime pay for hours worked over 40 in a week.
- Earn 1.5 hours of compensatory time for every hour of overtime worked (Over 40 Comp Time).
- Accumulate to a maximum 120 hours
- Cash-out value is at the rate of pay earned at the time of liquidation

Eligibility:

- Overtime eligible position salary grade 22 and below

Pilot Program:

- 3 year pilot program effective upon ratification
- Choose to participate for a one year period at a time

Article 10 - Maternity and Child Rearing Leave

- Leave for seven months following the date of delivery/date the adoptive child is placed with the family/effective date of adoption

- Leave for seven months can be delayed if child is required to remain hospitalized after birth.

- If leave begins (you brought the child home) and the child is required to be hospitalized such leave can be suspended for a single continuous period.
- Entitlement to leave expires one year from date of birth of child, or in case of adoption one year from the date the leave originally commenced.

- SAME

Article 11 - Workers' Compensation Benefit

Statutory Benefit

- If earn less than \$31,200:
- 2/3 (66%) of gross salary up to a maximum of \$400/week

NONE

NONE

NONE

Article 29 - Family Benefits

- The State will contribute between \$200-400 (on a sliding scale) to each employee's account, beginning in the second year of the contract. (The dollar amounts may be increased or decreased depending on the amount of negotiated funds remaining and the number of employees participating)

Gross Salary	Employer Contribution
• Up to \$35,000	\$400
• \$35,001 to 55,000	\$300
• Over \$55,000	\$200

- Family Benefits Committee and Employee Assistance Program have advisory committees.

Article 8 - Travel/Relocation Expense Reimbursement

- CSEA and the State will continue to work towards implementation of tax-saving benefits for use of mass transit.

Article 13 - Payroll

- Side Letter that the union and management would explore how to notify employees on their pay stub what they are being paid for.

Article 14 - Employee Development and Training

Article 15 - Safety and Health

Supplemental Payment

If earn more than \$31,200:

- 60% of gross salary (includes \$400 statutory benefit)
- Additional supplemental wage payment for nine months for employees whose disability is classified as "total" or "marked."

- Modification to medical waiver form to protect the privacy of employees.

- Waiver of health insurance premium for employees who do not return after 12 month leave of absence due to State not scheduling a timely return to work medical examination.

- Amounts increased up to \$600
- Increase of current amount of funding by 5% retroactive to 4/1/03.

Gross Salary	Employer Contribution
Up to \$35,000	\$600
\$35,001 to 45,000	\$500
\$45,001 to 55,000	\$400
\$55,001 to 65,000	\$300
Over \$65,000	\$200

- A joint labor/management advisory body will oversee both Family Benefits and Employee Assistance Programs.

- The State reconfirms a pilot project for pre-tax payment of transportation expenses for a few agencies in New York City, to be followed by discussion with CSEA of possible expansion of the program to other areas and the possibility of including other benefits covered by Federal Law.

- Side Letter that the union and management would meet and explore with the Office of State Comptroller how to notify employees on their pay stub what they are being paid for.

- On a voluntary basis, employees should have the ability to utilize direct deposit of paychecks or other methods developed by the Office of State Comptroller to receive their compensation.

- Increase of current amount by 5% retroactive to 4/1/03.
- Article 21 Qualify of Work Life Consolidated into Article 14

- Increase of current amount by 5% retroactive to 4/1/03.
- CSEA and the State agreed to discuss five specific safety and health issues in the Statewide Committee: workplace temperatures, imminent danger situations, minimizing/eliminating hazards, ergonomics, and workplace security

2003-2007 Tentative Agreement Highlights

Article 24 – Out-of-Title

- An employee is no longer required to file additional Out-of-Title grievances when management fails to cease the out-of-title assignment. Agencies will now have ability to extend payment for 2-three month periods. If after six months of extended out-of-title work, Agency must go to GOER for a final extension to pay.

Article 26 – Job Classifications

- CSEA has 30 days from receipt of new or revised job classification specifications or standards to provide comments to the Division of Classification and Compensation

- Comment period was increased to 45 days from receipt of new or revised job classification specifications or standards.

Article 30 – Employee Benefit Fund

- \$595 4/1/02 a year per person

- \$700 4/1/03 a year per person
- \$750 4/1/04 a year per person
- \$800 4/1/05 a year per person
- \$850 4/1/06 a year per person

Article 38 – Employee Assistance Program

- Family Benefits Committee and Employee Assistant Program have advisory committees.

- Increase funding of current amount by 5%, retroactive to 4/1/03.
- A joint labor/management advisory body will oversee both Family Benefits and Employee Assistance Programs

Appendix – Seasonal

- Holiday Compensation**
- Seasonals without Attendance Rules coverage are eligible to observe the first three holidays in their seasonal employment if they are regularly employed on a 37.5 or 40 hour a week basis and work at least 25 days during the season.

- Holiday Compensation**
- Returning Seasonals (who do not have a break of service of more than six months) without Attendance Rules who are regularly employed on a 37.5 or 40 hour a week basis and work at least 25 days during the season will be eligible to observe ALL the holidays in their seasonal employment.

Long-Term Seasonals

- Salary Protection**
- NONE

- Salary Protection**
- Side Letter specific to Office of Parks, Recreation and Historic Preservation, and Department of Environmental Conservation that upon ratification a long-term seasonal employee will receive salary protection when appointed to an annual-salaried position or another seasonal position.
- Long-term seasonal is an employee with two consecutive years of service (1500 hours in pay status each year.)
- Shall not receive less than the annualized earnings (excluding overtime) for the calendar year immediately preceding the appointment to an annual-salaried position or another seasonal position.

- Lump Sum Award**
- NONE

- Lump Sum Award**
- Side Letter specific to Office of Parks, Recreation and Historic Preservation, and Department of Environmental Conservation that upon ratification a lump sum award of \$500 will be paid in each year of the agreement to an employee who has at least 1500 hours in pay status in a seasonal position during each of the previous five years.

- Joint Labor-Management Committee**
- NONE

- Joint Labor-Management Committee**
- A Joint Labor-Management Committee to review the practice of employing seasonal employees.
- Representatives will include GOER, CSEA, Department of Civil Service, Division of Budget, and agencies that employ seasonals.
- Make recommendations before the expiration of the current Agreement.

Less Than Full-Time

- Part-time employees will accrue leave on a pro-rata basis based on hours worked

- This pilot program is now permanent and in the Appendix.

- NONE

- After seven years of service a part-time annual salaried employee with Attendance Rules coverage will earn vacation leave at the higher rate based on actual hours worked.

Institutional Services Bargaining Unit

- Uniform Maintenance Allowance**
- Titles eligible: Food Service, Mental Health Therapy Aide, Hospital Attendant, Hospital Clinical Assistant, Licensed Practical Nurse, Youth Division Aide, Cadet Leader 1-4, and Wilderness Challenge Aide
- Allowance of \$40.00 for Part-time and \$60.00 for Full-time.

- Uniform Maintenance Allowance**
- Added title of Medical Office Assistant
- Increase to \$48 for Part-time and \$68 for Full-time

Work Related Clothing

- Allowance of \$30.00 for the titles of Farmer, Farm Hand, Industrial Training Supervisor, Housekeeper, Lab Worker, Lab Technician, Lab Aide, Lab Helper, Lab Caretaker, Barber, Beautician, Dental Hygienist, Dental Assistant.

Work Related Clothing

- Increase to \$38

Pro-Rated Seniority

- NONE

Pro-Rated Seniority

- Side Letter to pilot at several DDSO's the pro-ration of seniority for part-time employees.

Operational Services Bargaining Unit

Seniority

- Not clear concerning breaks in service

Seniority

- Added clarifying language on breaks in service — approved leaves of absence (e.g. military leave, maternity leave, child rearing leave, probationary leave) shall not constitute an interruption of service.

Work Related Clothing

- Allowance of \$44 per employee

Work Related Clothing

- Increased to \$52 per employee.

Tools

- \$150 Annual Allowance

Tools

- \$175 Annual Allowance

Winter Maintenance – DOT

- For shift assignment, seniority shall mean the length of continuous service.

Winter Maintenance – DOT

- For shift assignment, seniority shall mean length of continuous service in Regional DOT Transportation Maintenance.

- NONE

- For work locations only operating for the Winter Maintenance Season, both transportation maintenance residency personnel and special crew personnel shall have their seniority integrated for work location and shift assignments.

- Shifting Bonus: \$300

- Call Out Bonus:

Responds To	Receives
75%	\$200
85%	\$230
95%	\$300

- 30 day notice for shift change

Responds To	Receives
75%	\$200
85%	\$250
95%	\$400

- Two week notice for shift change for snow and ice only. At the beginning and end only.

Administrative Services Bargaining Unit

- The definition of seniority for contractual purposes is uninterrupted permanent state service in the classified service.

- The definition of seniority is permanent State service without a break of more than one year, unless on an approved leave of absence.

Division of Military and Naval Affairs

Pre-Shift Briefing

- \$20.00 per week

Attendance and Leave

- NONE

Pre-Shift Briefing

- \$30.00 per week

Attendance and Leave

- New procedure to treat medical certificate in a confidential manner

Overtime, Recall, Scheduling, and Overtime Meal Allowances

- Complicated language on shift changes to avoid overtime

Overtime, Recall, Scheduling, and Overtime Meal Allowances

- Simplified language mirroring the OSU language

Out of Title Work

- Procedure clarified and improved

Out of Title Work

- Additional language to clarify procedure

Posting and Job Vacancies

- Seniority only used for reassignments

Posting and Job Vacancies

- Current practice clarified that seniority is to be used as a tie breaker when all other factors are equal

Presumptive Disability

- NONE

Presumptive Disability

- Jointly seek legislation to cover heart and lung diseases.

Uniform Maintenance Allowance

- NONE

Uniform Maintenance Allowance

- \$52.00 per year for Security Guards, and Firefighters until a cleaning service is provided.

Reimbursement for Property Damage

- NONE

Reimbursement for Property Damage

- Up to \$350

Civil Service Law Section 72

- NONE

Civil Service Law Section 72

- Side Letter and contract language to provide due process for disability terminations.

Electronic Communication

- NONE

Electronic Communication

- Labor/Management agreement to be developed within 90 days of ratification.

ARTICLE 7 - Compensation

Delete current §7.1, §7.2, §7.3, §7.4, §7.5, §7.6, §7.7, §7.8, §7.9, §7.10, §7.11, §7.12, §7.13, §7.14, §7.16, §7.17, §7.18 and §7.19 and replace with:

The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to provide the benefits described below:

§7.1 Lump Sum Payment for Fiscal Year 2003 -2004

Each employee who was in full-time employment status on March 31, 2004 and who had, on that date, six (6) months or more of continuous service as defined by Section 130.3(c) of the Civil Service Law shall, on June 1, 2004 or as soon thereafter as practicable, receive a lump sum payment in the amount of \$800, which amount shall be pensionable. Employees who are otherwise eligible for such payment but who were not on the payroll on March 31 and who return to employment during Fiscal Year 2004-2005 without a break in service shall be eligible for such payment.

§7.2 Salary Increase for Fiscal Year 2004-2005

Effective March 25, 2004 for employees on the administrative payroll and April 1, 2004 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on March 24, 2004 and March 31, 2004 respectively, shall be increased by two and one-half (2.50) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by two and one-half (2.50) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the two and one-half (2.50) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on the March 25, 2004 or April 1, 2004 schedule.

§7.3 Payment Above the Job Rate for Fiscal Year 2004-2005.

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step in effect on April 1, 2004 or October 1, 2004, as appropriate.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.4 Salary Increase for Fiscal Year 2005-2006

Effective April 7, 2005 for employees on the administrative payroll and March 31, 2005 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on April 6, 2005 and March 30, 2005 respectively, shall be increased by two and three-quarters (2.75) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by two and three-quarters (2.75) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the two and three-quarters (2.75) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on the April 7, 2005 or March 31, 2005 schedule.

§7.5 Payment Above the Job Rate for Fiscal Year 2005-2006.

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step in effect on April 1, 2005.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.6 Salary Increases for Fiscal Year 2006-2007.

Effective April 6, 2006 for employees on the administrative payroll and March 30, 2006 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on

April 5, 2006 and March 29, 2006 respectively, shall be increased by three (3.0) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by three (3.0) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the three (3.0) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on April 6, 2006 or March 30, 2006.

§7.7 Payment Above the Job Rate for Fiscal Year 2006-2007.

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step in effect on April 1, 2006.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.8 Salary Schedule Adjustment Effective April 1, 2007.

(a) Effective April 1, 2007 for employees on the administrative payroll and on the institutional payroll, the basic annual salary of employees in full-time employment status on March 31, 2007 respectively, shall be increased by eight hundred (\$800). The appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by eight hundred (\$800), dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the eight hundred (\$800) increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on April 1, 2007.

§7.9 Payment Above the Job Rate for Fiscal Year 2007-2008

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step in effect on April 1, 2007.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.10 Movement from Hiring Rate to Job Rate.

(a) Employees who complete one (1) year of service in full-time employment status at a basic annual salary rate which is below the job rate of their salary grade, whose performance at the completion of each year of service is rated at least "satisfactory" or its equivalent, shall be eligible to receive an increment advance.

For the purpose of determining the date upon which the year of service is completed, any pay period for which the employee was on leave without pay or on leave with less than full pay for the full payroll period will not be counted.

(b) Increment advances will be payable to eligible employees on April 1 or October 1 of the fiscal year immediately following completion of each year of service in grade. Increment advances shall be an amount equal to one-seventh of the difference between the hiring rate and the job rate of the grade. Employees hired or promoted on or after

April 2 and through October 1 will have an increment anniversary date of October 1. Employees hired or promoted on or after October 2 and through April 1 will have an April 1 increment anniversary date. All hired or promoted employees will be required to serve at least one year before receiving their increment. Once the increment is received, subsequent increments will begin on the appropriate increment anniversary date of either October 1 or April 1. The creation of a second increment anniversary date will continue the practice that all employees will serve at least one year before the increment is paid but no employee will wait longer than one and one-half years.

(c) An employee's salary may not exceed the job rate as a result of an increment advance.

§7.11 Promotions.

(a) Employees who are promoted, or otherwise advanced to a higher salary grade will be paid at the hiring rate of the higher grade or will receive a percentage increase in basic annual salary determined as indicated below,

whichever results in a higher salary.

For a Promotion of An Increase of

1 grade	3.0 %
2 grades	4.5 %
3 grades	6.0 %
4 grades	7.5 %
5 grades	9.0 %

(b) Reallocations and Reclassifications.

Employees in positions which are reallocated or reclassified to a higher salary grade will receive an increase in pay determined in the same manner as described for promotions except that in the event of reallocation, the new salary shall not exceed the second longevity step.

§7.12 Movement Between Salary Grades

For those employees who move between salary grades, service in a higher salary grade will be creditable toward the service in grade requirement for an increment advance in a lower salary grade; service in a lower salary grade will not be creditable for an increment advance in a higher salary grade.

§7.13 Movement to a Lower Salary Grade.

(a) Non-permanent employees who move to a lower salary grade will be placed at a rate in the lower grade which corresponds to their combined increment advance in both the higher and lower salary grades.

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

§7.14 Applicability.

(a) Sections 7.2, 7.4, 7.6 and 7.8 above shall apply on a pro rata basis to employees paid on an hourly or per diem basis or on any basis other than at an annual rate, or to employees paid on a part-time basis. Such sections shall not apply to employees paid on a fee schedule.

(b) Section 7.1 above shall apply on a pro rata basis to part-time employees in employment status on March 31, 2004 with a total time in pay status of six (6) months or more during the preceding fiscal year; this six (6) months of pay status shall be called the "qualifying period." For employees with more than six (6) months of total time in pay status, the qualifying period shall be the last such six months in the respective fiscal year. Such employees paid on an hourly, per diem, or annual salaried basis who:

work a minimum of one-quarter time, but less than half-time, during their qualifying period shall receive \$200;

work a minimum of half-time, but less than three-quarters time, during their qualifying period shall receive \$400;

work a minimum of three-quarters time, but less than full-time, during their qualifying period shall receive \$600;

work the equivalent of full-time during their qualifying period shall receive \$800.

Such section shall not apply to employees paid on a fee schedule.

(d) Sections 7.3, 7.5, 7.7, 7.9, 7.10, 7.11, 7.12, and 7.13 shall apply on a pro rata basis as appropriate to employees paid on an hourly or per diem basis or on any basis other than at an annual rate, or to employees paid on a part-time basis. The above provisions shall not apply to employees paid on a fee schedule.

§7.15 Recall and Inconvenience Pay.

(a) Except as otherwise hereinafter specifically provided, the present recall pay program will be continued. There shall be no assignment of routine or non-emergency duties or other "make work" in order to avoid the payment of recall pay.

(b) Effective March 25, 2004 for employees on the Administrative payroll and April 1, 2004 for employees on the Institutional payroll, the inconvenience pay program will be \$550 per year to employees who work four (4) hours or more between 6:00 p.m. and 6:00 a.m., except on an overtime basis, as provided in Chapter 333 of the Laws of 1969 as amended.

§7.16 Downstate Adjustment.

(a) Eligible employees in New York City, Nassau, Rockland, Suffolk and Westchester Counties will receive a downstate adjustment in addition to their basic annual salary. Effective April 2003 the amount of the Downstate Adjustment shall be \$1,200.

(b) Eligible employees in Orange, Dutchess, and Putnam Counties will receive a Mid-Hudson Adjustment in addition to their basic annual salary. Effective April 2004 the amount of the Mid-Hudson shall be \$600.

(c) After April 1, 2003, all subsequent increases in the Downstate Adjustment and the Mid-Hudson Adjustment will be equal to any future increases that are applied to the basic annual salary as follows:

Effective Date	Downstate Adjustment	Mid-Hudson Adjustment
April 1, 2004	\$1,230	\$615
April 1, 2005	\$1,264	\$632
April 1, 2006	\$1,302	\$651

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

§7.17 Holiday Pay.

(a) Any employee who is entitled to time off with pay on days observed as holidays by the State as an employer will receive at the employee's option additional compensation for time worked on such days or compensatory time off. Such additional compensation, except as noted in 7.17(d) below, for each such full day worked will be at the rate of 1/10 of the employee's bi-weekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, location, inconvenience, shift pay and the downstate adjustment as may be appropriate to the place or hours worked. In no event will an employee be entitled to such additional compensation or compensatory time off unless the employee has been scheduled or directed

to work.

(b) An employee electing to take compensatory time off in lieu of holiday pay shall notify the appropriate payroll agency in writing between April 1 and June 15 in the first year of the Agreement of the employee's intention to do so with the understanding that such notice constitutes a waiver for the term of this Agreement of the employee's right to receive additional compensation for holidays worked; provided, however, that an employee shall have the opportunity to revoke such waiver or file a waiver, if the employee has not already done so, by notifying the appropriate payroll agency in writing between April 1 and May 15 in the second, third and fourth year of this Agreement of the employee's revocation or waiver, in which event such revocation or waiver shall remain in effect for the remainder of the term of this Agreement.

(c) An employee who is called in to work during his or her regularly scheduled hours of work, regardless of the length of the employee's regular work shift, on a day observed as a holiday by the State as an employer and which is a day other than the employee's pass day shall receive one-half day's additional compensation at straight time or one-half day's compensatory time off, as appropriate, in accordance with his or her election of holiday pay waiver. The daily rate of compensation shall be the rate of 1/10 of the bi-weekly rate of compensation and shall include geographic, location, inconvenience, shift pay and the downstate adjustment as may be appropriate to the place or hours normally worked. There shall be no assignment of routine or non-emergency duties or other "make work" in order to avoid the payment of holiday call-in pay.

(d) Any employee, who is entitled to time off with pay on days observed as the Thanksgiving Day or Christmas Day holidays by the State as an employer, will receive at the employee's option additional compensation for time worked on such days or holiday compensatory time off.

Such additional compensation for each such full day worked will be at the rate of 3/20 (time and one-half) of the employee's bi-weekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, location, inconvenience, shift pay and the downstate adjustment as may be appropriate to the place or hours worked. Holiday compensatory time credited for time worked on such days shall be calculated at the rate of 3/20 (time and one half). The maximum number of hours of holiday compensatory time credited for work on such days is 11.25 for 7.5 hours worked or 12 hours for 8 hours worked.

In no event will an employee be entitled to such additional compensation or holiday compensatory time off unless he or she has been scheduled or directed to work.

S7.18 Payment of Salary.

(a) The "lag payroll" instituted in the 1982-85 Agreement shall remain in effect. When employees leave State service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. This final salary check shall be paid at the employee's then current salary rate.

(b) The salary deferral program instituted by legislative action in 1990, and implemented in 1991, shall remain in effect. Employees shall recover monies deferred under this program at the time they leave State service, pursuant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

Employees newly added to the payroll shall have five days of salary deferred pursuant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

S7.19 Hazardous Duty Pay

Eligible employees shall be paid a hazardous duty differential of \$0.60 per hour effective April 1, 2004 pursuant to the provisions of Civil Service Law Section 130.9.

ARTICLE 9

Health Insurance

§9.1 (a) The State shall continue to provide all the forms and extent of coverage as defined by the contracts in force on March 31, 1999 2003 with the State's health insurance carriers unless specifically modified by this Agreement.

(b) The State shall provide toll-free telephone service at the Department of Civil Service Health Insurance Section for information and assistance to employees and dependents on health insurance matters.

§9.2 Empire Plan Hospitalization

(a) Effective January 1, 1990, this copayment will increase to \$30 for emergency room services. Effective January 1, 2002, The copayment for emergency room services will increase to will be \$35. Effective January 1, 2005, the copayment for emergency room services will increase to \$50. Charges for outpatient services covered by the hospital contract will be subject to a \$25 copayment per outpatient visit. Effective January 1, 2005, charges for outpatient services covered by the hospital contract will be subject to a \$30 copayment per outpatient visit. These hospital outpatient copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, or hemodialysis, or physical therapy. Effective July 1, 2000, The copayment for pre-admission testing/pre-surgical testing prior to an inpatient admission will be waived, and Hospital outpatient physical therapy visits will no longer be waived but will be subject to the same copayment in effect for physical therapy visits under the Managed Physical Network Program.

(b) Effective January 1, 2005, current coverage for services provided in the outpatient department of a hospital will be expanded to include services provided in a remote location of the hospital (hospital owned and operated extension clinics). Emergency care provided in such remote location of the hospital will be subject to the \$50 emergency room copayment. Outpatient services provided in such remote location of the hospital will be subject to the \$30 outpatient hospital copayment.

(c) Charges for the attending hospital emergency room physician and providers who administer or interpret radiological exams, laboratory tests,

electrocardiograms and pathology services directly associated with the covered hospital emergency room care for a medical emergency will be reimbursed under the participating provider or the basic medical program not subject to deductible or coinsurance when such services are not included in the hospital facility charge.

(d) Effective July 1, 2000, or as soon as practicable thereafter, The Empire Plan will include continue to provide a voluntary "Centers of Excellence Program" for organ and tissue transplants. The Centers will be required to provide pre-transplant evaluation, hospital and physician service (inpatient and outpatient), transplant procedures, follow-up care for transplant-related services as determined by the Center and any other services as identified 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. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the design, implementation and to provide ongoing oversight of this benefit.

§9.3 Empire Plan Medical/Surgical

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

(a) Office visit charges by participating providers will be subject to a \$5 10 copay per covered individual. **Effective January 1, 2001, office visit charges by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2003, office visit charges by participating providers will be subject to a \$10 copayment per covered individual. Effective January 1, 2005, office visit charges by participating providers will be subject to a \$12 copayment per covered individual.** Office visit charges by participating providers for well child care, including routine pediatric immunizations, will be excluded from the office visit copays.

(b) Charges by participating providers for professional services for allergen immunotherapy in the prescribing physician's office or institution will be excluded from the office visit copayment.

(c) All covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a \$5 10 copay. **Effective January 1, 2001, all covered outpatient surgery procedures performed by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2003, all covered outpatient surgery procedures performed by participating providers will be subject to a \$10 copayment per covered individual. Effective January 1, 2005, all covered outpatient surgery procedures performed by participating providers will be subject to a \$12 copayment per covered individual.**

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

(e) All covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a \$5 10 copay. **Effective January 1, 2001, all covered diagnostic/laboratory services performed by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2003, all covered diagnostic/laboratory services performed by participating providers will be subject to a \$10 copayment per covered individual. Effective January 1, 2005, all covered diagnostic/laboratory services performed by participating providers will be subject to a \$12 copayment per covered individual.**

(f) All covered outpatient radiology services performed by a participating provider during a visit will be subject to a \$5 10 copay. **Effective January 1, 2001, all covered radiology services performed by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2003, all covered radiology services performed by participating providers will be subject to a \$10 copayment per covered individual. Effective January 1, 2005, all covered radiology services performed by participating providers will be subject to a \$12 copayment per covered individual.**

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

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

(i) The office visit, surgery, outpatient radiology, and diagnostic/laboratory copayments may be applied against the basic medical coinsurance maximum but they will not be considered covered expenses for basic medical payment.

Empire Plan Basic Medical

(j) The Empire Plan shall also include basic medical coverage to provide benefits when non-participating providers are used. These benefits will be paid directly to enrollees according to reasonable and customary charges and will be subject to deductible, coinsurance, and calendar year and lifetime maximums.

(k) The Empire Plan participating provider schedule of allowances and the basic medical reasonable and customary levels will be at least equal to those levels in effect on March 31, 2003 1995.

(l) An annual evaluation and adjustment of basic medical reasonable and customary charges will be performed according to the guidelines established by the basic medical plan insurer.

(m) As soon as practicable, a An Alternative Medicine Program which will allow Empire Plan enrollees and dependents to seek specified non-covered alternative treatments/services at a discounted employee-pay-all fee will be made available through a network of providers. The Joint Committee on Health Benefits will work with the State and appropriate carrier to design and implement provide ongoing oversight of the Complementary Alternative Medicine Program.

§9.4 CSEA Empire Plan Enhancements

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

(a) **The basic medical component deductible shall remain at \$161 per enrollee, \$161 per covered spouse/domestic partner, and \$161 for one or all dependent children. Effective January 1, 2001, the basic medical component deductible shall equal \$175 per enrollee, \$175 per covered spouse/domestic partner, and \$175 for one or all dependent children. Effective January 1, 2003, The basic medical component deductible shall equal \$185 per enrollee, \$185 per**

covered spouse/domestic partner, and \$185 for one or all dependent children. **Effective January 1, 2005, the basic medical component deductible shall equal \$225 per enrollee, \$225 per covered spouse/domestic partner, and \$225 for one or all dependent children.** Covered expenses for mental health and/or substance abuse treatment or physical medicine services are excluded in determining the basic medical component deductible.

(b) The maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall remain equal \$776 per individual or family in any one year. **Effective January 1, 2005, the maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall equal \$900 per individual or family in any one year. Effective January 1, 2005 for employees in a title Salary Grade 6 or below or an employee equated to a position title Salary Grade 6 or below on January 1, 2005, the \$900 maximum coinsurance out-of-pocket expense shall be reduced to a maximum of \$500 in coinsurance per year. For employees earning \$21,696 or less in base annual salary on April 1, 1999; \$23,017 or less in base annual salary on April 1, 2000; \$23,823 or less in base annual salary on April 1, 2001; and \$24,657 or less in base annual salary on April 1, 2002, the \$776 maximum coinsurance out of pocket expense shall continue to be reduced to a maximum of \$500 in coinsurance per year upon application to the Department of Civil Service for the reduction in coinsurance, and upon submission of information showing that the employee is the head of household and sole wage earner in a family.** Covered expenses for mental health and/or substance abuse treatment or physical medicine services are excluded in determining the \$776/\$500 maximum coinsurance limits.

(c) **Employees 50 years of age or older shall be allowed reimbursement up to \$250 once every two years towards the cost of a routine physical examination. Covered spouses/domestic partners 50 years of age or older shall be allowed reimbursement up to \$250 once every two years towards the cost of a routine physical examination. Effective July 1, 2000, Employees 50 years of age or older and their covered spouses/domestic partners 50 years of age or older will be allowed up to \$250 reimbursement annually towards the cost of a routine physical examination provided by a non-participating physician.** These benefits shall not be subject to a deductible and coinsurance.

(d) **Effective July 1, 2000, The cost of certain injectable adult immunizations shall be a covered expense, subject to copayment(s) under the participating provider portion of the Empire Plan. The list of immunizations shall include Influenza, Pneumococcal, Measles, Mumps, Rubella, Varicella and Tetanus Toxoid, and shall be subject to protocols developed by the medical program insurer.**

The Joint Committee on Health Benefits shall work with the State to explore the addition of Lyme Vaccine to the list of injectable adult immunizations based on the State's workplace pilot project and the long term effectiveness of the vaccine.

(e) Routine pediatric care, including well child office visits, physical examinations and pediatric immunizations, for children up to age 19 will be covered under the basic medical program, subject to deductible or coinsurance. **Effective July 1, 2000, Influenza vaccine will be included added to on the list of pediatric immunizations, subject to appropriate protocols, under the participating provider and basic medical components of the Empire Plan.**

(f) **The routine newborn allowance under the basic medical component shall be \$100, not subject to deductible or coinsurance. Effective July 1, 2000, The routine newborn allowance under the basic medical component shall be \$150, not subject to deductible or coinsurance.**

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

(h) Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit and shall be reimbursed up to a maximum of **\$600 \$1,200** once every four years, not subject to deductible or coinsurance. **Effective January 1, 2000, the hearing aid reimbursement will be increased to \$800, effective January 1, 2001, the hearing aid reimbursement will be increased to \$1,000, and, effective January 1, 2002, the hearing aid reimbursement will be increased to \$1,200. Effective January 1, 2005, the hearing aid reimbursement will be increased to \$1,200, per hearing aid, per ear, once every four years, not subject to deductible or coinsurance.**

Effective January 1, 2006, the hearing aid reimbursement shall be increased to \$1,500, per hearing aid, per ear, once every four years, not subject to deductible or coinsurance. For children 12 and under the same benefits can be available after 24 months, when it is demonstrated that a covered child's hearing has changed significantly and the existing hearing aid(s) can no longer compensate for the child's hearing impairment.

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

(j) Mastectomy brassieres prescribed by a physician, including replacements when it is functionally necessary to do so, shall be a covered benefit under the Empire Plan. **Effective January 1, 2005, 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.

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

(l) Effective January 1, 2001, or as soon as practicable thereafter, A Medical Flexible Spending Account (MFSA) shall be established will continue to be provided. The Joint Committee on Health Benefits shall work with the State on the design and implementation to provide ongoing oversight of the MFSA.

(m) Effective January 1, 2005 or as soon as practicable thereafter, the Empire Plan Centers of Excellence Programs will be expanded to include

Cancer Resource Services. The Cancer Resource Program will provide: Direct telephonic nurse consultations; Information and assistance in locating appropriate care centers; Connection with cancer experts at Cancer Resource Services network facilities; A modest travel allowance; and Paid-in-full reimbursement for all services provided at a Cancer Resource Services network facility when the care is pre-certified.

(m) Effective January 1, 2005 or as soon as practicable thereafter, the Empire Plan medical carrier will establish a network of prosthetic and orthotic providers. Prostheses or orthotics obtained through an approved prosthetic/orthotic network provider will be paid in full under the participating provider component of the Empire Plan, not subject to copayment. For prostheses or orthotics obtained other than through an approved prosthetic/orthotic network provider, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and coinsurance.

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

(o) Effective January 1, 2005, a Basic Medical Provider Discount Program will be available through the basic medical component of the Empire Plan. Empire Plan enrollees will have access to an expanded network of providers through an additional provider network.

Basic Medical provisions will apply to the providers in the expanded network option (deductible and 20% coinsurance). Payment will be made by the Plan directly to the discount providers, no balance billing of discounted rate will be permitted; This program is offered as a pilot program and will terminate on December 31, 2006, unless extended by agreement of both parties;

§9.5 Empire Plan Mental Health and Substance Abuse

The Empire Plan shall continue to provide comprehensive coverage for medically necessary mental health and substance abuse treatment services through a managed care network of preferred mental health and substance abuse care providers. Network and non-network benefits shall be those in effect on March 31, 1999 2003 with exception of the copayment for outpatient substance abuse treatment. The outpatient substance abuse treatment copayment shall continue to equal the participating provider office visit copayment. Expenses applied against the mental health and substance abuse non-network deductible and network copay levels will not apply against any deductible or copay levels or maximums under the basic medical component of the Plan. **The maximum lifetime benefit for non-network substance abuse services shall be \$100,000. Effective January 1, 2004, the maximum lifetime benefit for non-network substance abuse services shall be increased to \$250,000.**

§9.6 Empire Plan Benefits Management Program
The current Benefits Management Program for CSEA employees enrolled in the Empire Plan shall remain in effect unless modified by the Joint Committee on Health Benefits.

The Empire Plan Benefits Management Program's Prospective Procedure Review requirement will include only Magnetic Resonance Imaging ("MRI"), and will discontinue mandatory Specialty Consultation Evaluations.

Effective January 1, 2005, any day deemed inappropriate for an inpatient setting and/or not medically necessary will be excluded from coverage under the Empire Plan.

§9.7 Empire Plan Home Care Advocacy Program

The current Home Care Advocacy Program (HCAP) for CSEA employees enrolled in the Empire Plan shall **continue, be modified effective January 1, 2001 as follows: As of that date, Individuals who fail to have medically necessary designated HCAP services and supplies pre-certified by calling HCAP and/or individuals who use a non-network provider will receive reimbursement at 50 percent of the HCAP allowance for all services, equipment and supplies upon satisfying the basic medical annual deductible. In addition, the basic medical out-of-pocket maximum will not apply to HCAP designated services, equipment and supplies. All other HCAP non-network benefit provision will remain.**

§9.8 Empire Plan Managed Physical Medicine Program

The Empire Plan's medical care component will continue to offer a comprehensive managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy and chiropractic treatments. Authorized network care will be available, subject only to the Plan's participating provider office visit copayment(s).

Unauthorized medically necessary care, at enrollee choice, will also be available, subject, however, to an annual deductible of \$250 per enrollee, \$250 per spouse/domestic partner and \$250 for one or all dependent children and a maximum payment of 50% of the network allowance for the service(s) provided. Maximum benefits for non-network care will be limited to \$1,500 in payments per calendar year. Deductible/coinsurance payments will not be applicable to the Plan's annual basic medical deductible/coinsurance maximums. The Joint Committee on Health Benefits will work with the State on the ongoing administration of this benefit. **Effective July 1, 2000, The participating provider office visit copayment(s) shall apply to covered physical therapy visits received at the outpatient department of the hospital.**

§9.9 Empire Plan Infertility Benefits Program
Effective July 1, 2000, Empire Plan participating provider and basic medical coverage for the treatment of infertility will continue as follows; be modified as follows:

(a) access to designated "Centers of Excellence" including travel benefit;

(b) enhance benefit to include the treatment of "couples" as long as both partners are covered either as enrollee or dependent under the Empire Plan;

(c) lifetime coverage limit per individual of \$25,000. **Effective January 1, 2005 the lifetime coverage limit per individual will be \$50,000;**

(d) covered services: patient education/counseling, diagnostic testing, ovulation induction/hormonal therapy, surgery to enhance reproductive capability, artificial insemination and Assisted Reproductive Technology

procedures;

(e) exclusions: experimental procedures, fertility drugs dispensed at a licensed pharmacy, medical and other charges for surrogacy, donor services/compensation in connection with pregnancy, storage of sperm, eggs and/or embryo for longer than 6 months and high risk patients with no reasonable expectation for pregnancy.

The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the ~~design and implementation~~ **ongoing oversight** of this benefit. Additionally, ongoing Program oversight and evaluation of the lifetime coverage limit will enable future modification if warranted.

§9.10 Empire Plan Voluntary Nurse Line
Effective July 1, 2000, or as soon as practicable thereafter, The medical component of the Empire Plan shall include a voluntary 24-hour/7-days a week nurse-line feature to provide both clinical and benefit information through a toll-free phone number.

The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the ~~design, implementation and~~ ongoing oversight of this benefit.

§9.11 Empire Plan Disease Management Program
Effective July 1, 2000, or as soon as practicable thereafter,

The Empire Plan medical component shall include a voluntary disease management program. Disease Management covers those illnesses identified to be chronic, high cost, impact quality of life, and rely considerably on the patient's compliance with treatment protocols. **Current programs include Cardiovascular Risk Reduction, Migraine Management, Asthma and Diabetes. Effective July 1, 2004, or as soon as practicable thereafter, the Empire Disease Management component shall be expanded to include two (2) additional programs. If time permits during the term of this agreement, a third Disease Management Program will be added.**

The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the ~~on the selection, design, implementation and~~ ongoing oversight of **the new and existing Disease Management Programs.**

§9.12 Health Maintenance Organizations

Eligible employees in the State Health Insurance Plan may elect to participate in a federally qualified or state certified Health Maintenance Organization which has been approved to participate in the State Health Insurance Program by the Joint Committee on Health Benefits. If more than one HMO services the same geographic area, the Joint Committee on Health Benefits reserves the right to approve a contract with only such organization(s) deemed to be a quality, cost effective option(s). The Joint Committee on Health Benefits will work with the State through the HMO Workgroup to identify and mutually agree upon appropriate incentives for HMO alternatives to become more competitive in quality of care provided and efficient in cost to payers. Employees may change their health insurance option each year during the month of November, unless another period is mutually agreed upon by the State and the Joint Committee on Health Benefits. If the rate renewals are not available by the time of the open option transfer period, then the open transfer period shall be extended to assure ample time for employees to transfer.

§9.13 Premium Contribution Level - Health Only
(a) The State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse components provided under the Empire Plan.

(b) The State agrees to provide alternative Health Maintenance Organization (HMO) coverage and, ~~effective January 1, 1999,~~ agrees to pay 90 percent of the cost of individual coverage and 75% of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse components of each HMO, however, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan.

§9.14 Prescription Drug Premium Contribution Level/Benefit Structure
(a) ~~Effective April 20, 1999,~~ Eligible CSEA employees enrolled in the New York State Health Insurance Program (NYSHIP) will be provided with prescription drug coverage either through the Empire Plan Prescription Drug Program or a Health Maintenance Organization. **For those enrolled in the Empire Plan, the benefits provided will be the same benefits as those provided to Management/Confidential employees enrolled in the Empire Plan Prescription Drug Program. Effective April 20, 2000, the State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent prescription drug coverage under the Empire Plan and Health Maintenance Organizations. Effective July 1, 2000, the State agrees to pay 100 percent of the cost of individual coverage and 100 percent of the cost of dependent prescription drug coverage under the Empire Plan and Health Maintenance Organizations. Effective January 1, 2002, The State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent prescription drug coverage under the Empire Plan and Health Maintenance Organizations.**

(b) The Empire Plan Prescription Drug Program benefits shall consist of the following: Prescription Drug Program will cover medically necessary drugs, including vitamins and contraceptive **drugs and devices**, requiring a physician's prescription and dispensed by a licensed pharmacist. Mandatory Generic Substitution will be required for all brand-name multisource prescription drugs (a brand-name drug with a generic equivalent) covered by the Prescription Drug Program. When a brand-name multi-source drug is dispensed, the Program will reimburse the pharmacy (or enrollee) for the cost of the drug's generic equivalent. The enrollee is responsible for the cost difference between the brand-name drug and its generic equivalent plus the brand-name copayment.

Effective April 20, 1999,
1. The copayment will be \$8.00 for up to a 90 day supply of generic drugs dispensed at either the community pharmacy or the mail service pharmacy.
2. The copayment will be \$8.00 for up to a 90 day supply of brand-name drugs dispensed at either the community pharmacy or the mail service pharmacy. Effective July 1, 2000,
1. The copayment will be \$2.00 for up to a 90 day supply of generic drugs dispensed at either the community pharmacy or the mail service pharmacy.
2. The copayment will be \$13.00 for up to a 90 day supply of brand-name drugs

~~dispensed at either the community pharmacy or the mail service pharmacy. Effective January 1, 2003,~~

* The copayment will be \$5.00 for up to a 90 day supply of generic drugs dispensed at either the community pharmacy or the mail service pharmacy.
* The copayment will be \$15.00 for up to a 90 day supply of brand-name drugs dispensed at either the community pharmacy or the mail service pharmacy.

Effective January 1, 2005, a third level of prescription drugs and prescription copayments will be 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 shall be as follows:

\$5 Generic
\$15 Preferred-Brand
\$30 Non-Preferred Brand
When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment (\$30).

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

\$10 Generic
\$30 Preferred Brand
\$60 Non-Preferred Brand
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 (\$60).

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

\$5 Generic
\$20 Preferred Brand
\$55 Non-Preferred Brand
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 (\$55).

§9.15 Part-time Employees
The State Health Insurance Plans' regulations shall continue to stipulate that the term employee means any person in the service of the State as employer whose regular work schedule is at least half-time per bi-weekly payroll period.

§9.16 Waiting Period
There shall be a waiting period of forty-two (42) days after employment before an employee shall be eligible for enrollment under the State's Health Insurance Program.

§9.17 Dependent Proofs/Coverage
(a) Current and/or new enrollees opting for family coverage must provide the names of all covered dependents to the Plan Administrator. In the case of covered newborn dependents, names shall be provided within 3 months of the date of birth. Additionally, the social security numbers of a covered spouse, if applicable, and/or dependent student(s) over the age of 19, if applicable, shall be provided to the Plan Administrator in order to verify continued eligibility for family coverage and to facilitate coordination of benefits.

(b) ~~Effective May 1, 2000, or as soon as practicable thereafter,~~ Covered dependent students shall be provided with a 3-month extended benefit period upon graduation from a qualified course of study. The benefit extension will begin on the first day of the month following the month in which dependent student coverage would otherwise end and will last for three months or until such time as eligibility would otherwise be lost under existing plan rules.

(c) ~~Effective July 1, 2000,~~ Covered dependents of employees who are activated for military duty as a result of an action declared by the President of the United States or Congress shall continue health insurance coverage with no employee contribution for a period not to exceed 12 months from the date of activation, less any period the employee remains in full pay status. Contribution free health insurance coverage will end at such time as the employee's active duty is terminated or the employee returns to State employment, whichever occurs first.

§9.18 Domestic Partners
Domestic partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependency shall be eligible for health care coverage. As part of this agreement, the impact of such domestic partner coverage under the Empire Plan will continue to be reviewed through the Joint Committee on Health Benefits, including the appropriateness of the existing waiting periods.

§9.19 Seasonal Employees

Seasonal employees who, at the time of hire, are expected to be continuously employed on at least a half-time basis for at least six months, shall be eligible to apply for health insurance coverage as of the date of employment. Coverage shall be subject to a 42-day new employee waiting period starting on the date of first employment, and benefits shall be available as of the 43rd day of employment, assuming the employee submitted a written application for coverage during the 42 day waiting period and was on the payroll or on authorized workers' compensation leave without pay for the entire 42 day waiting period.

Seasonal employees who, at the time of hire, are not expected to be continuously employed on at least a half-time basis for at least six months, shall not be eligible for health benefits at the start of employment. However, upon actual completion of six months of continuous employment on at least a half-time basis, an employee so hired shall become eligible to apply for health benefits. Coverage shall become effective following the completion of a 42 day new employee waiting period that commences on the day following their completion of six months of such a work schedule, assuming the employee submits a written application for coverage during the waiting period, and remains on the payroll or on authorized workers' compensation leave without pay for the entire

42 day waiting period.

Where the state establishes a seasonal position for six months or more, the appointee to that position shall not have his or her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance purposes. However, if that individual's service is broken for another reason, the individual shall not be eligible to continue coverage after employment is terminated, except as described in Section (d) below.

Should a seasonal employee who attained health insurance coverage under Section (a) or (b) above, leave the payroll and then be rehired subsequently, the employee shall retain eligibility for health insurance coverage upon rehire without being hired for an anticipated six month period of continuous employment on at least a half-time basis, provided the employee is not off the payroll more than six months. An employee so rehired may continue his or her health insurance by paying the full cost of the coverage for the period of time he or she is off the payroll, or, if not rehired, until the date that is six months from the date employment terminated.

~~(a) Seasonal employees who are anticipated to be or who are continuously employed on at least a half time basis for six months, shall be eligible for health insurance coverage subject to the provisions of the Agreement.~~

~~(b) Where the State establishes a seasonal position for six months or more, the appointee to that position shall not have his/her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance coverage.~~

~~(c) Should a seasonal employee who attained health insurance coverage eligibility leave the payroll and then be rehired subsequently, the employee shall retain eligibility for health insurance coverage upon rehire without application of a six month waiting period, provided the employee was not off the payroll more than six months. The employee may continue his/her health insurance on a full pay basis for the period of time he/she is off the payroll.~~

§9.20 Layoff

A permanent full-time employee who loses employment as a result of the abolition of a position on or after April 1, 1977, shall continue to be covered under the State Health Insurance Plan at the same contribution rate as an active employee for one year following such layoff or until reemployment by the State or employment by another employer, whichever first occurs.

§9.21 Workers' Compensation

A permanent full-time employee who is removed from the payroll due to an accepted work related injury or occupational condition shall remain covered under the State Health Insurance Plan and the terms as defined in §11.5 of this agreement

A permanent full-time employee who is removed from the payroll due to a controverted work related injury or occupational condition will have the right to apply for a health insurance premium waiver. The appropriate agency will be responsible to inform the employee of his or her right to apply for the waiver prior to the employee meeting the eligibility requirements for the waiver of premium.

§9.22 Disabled/Deceased Employees

(a) Continued health insurance coverage will be provided for the unremarried spouse and other eligible dependents of employees who die in State service under circumstances under which they are eligible for the accidental death benefit or for weekly cash workers' compensation benefits under the same conditions prescribed in Section 165 of the Civil Service Law for dependents of a deceased employee who was at the time of death an employee at a correctional facility having individual and dependent coverage at the time of death and where death occurred as a result of injuries during the period from September 9 through 13, 1971.

(b) If an employee is granted a service-connected disability retirement by a retirement or pension plan or system administered and operated by the State of New York, the State will continue the health insurance of that employee on the same basis as any other retiring employee, regardless of the duration of the employee's service with the State.

§9.23 Retirement/Deceased Employees

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

The unremarried spouse and otherwise eligible dependent children of an active employee, who dies after April 1, 1979 and who, at the date of death, **had at least 10 years of benefits eligible service was vested in the Employees' Retirement System** and who was at least 45 years of age and was within 10 years of the minimum retirement age shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees for the same coverage.

§9.24 Service Requirements/Sick Leave Credit

Employees covered by the State Health Insurance Plan have the right to retain health insurance after retirement upon completion of ten years of service. ~~However, in recognition of the forthcoming changes to the Government Accounting Standards Board (GASB) requirements, both the State and CSEA recognize the need to address the inequity of providing employees who serve the minimum amount of time necessary for health insurance in retirement with the same benefits as career employees. Prior to the expiration of this contract CSEA and the State shall, through the Joint Committee process, develop a proposal to modify the manner in which employer contributions to retiree premiums are calculated.~~

An employee who is eligible to continue health insurance coverage upon retirement is entitled to a sick leave credit to be used to defray any employee contribution toward the cost of the premium. The basic monthly value of the sick leave credit shall be calculated according to the procedures in use on March 31, ~~1999~~ **2003**. However, employees retiring on or after January 1, 1989 may elect an alternative method of applying the basic monthly value of the

sick leave credit. Employees selecting the basic sick leave credit may elect to apply up to 100% of the calculated basic monthly value of the credit towards defraying the required contribution to the monthly premium during their own lifetime. If employees who elect that method predecease their eligible covered dependents, the dependents may continue to be covered, but must pay the applicable dependent survivor share of the premium. Employees selecting the alternative method may elect to apply only up to 70% of the calculated basic monthly value of the credit toward the monthly premium during their own lifetime. Upon the death of the employee, however, any eligible surviving dependents may also apply up to 70% of the basic monthly value of the sick leave credit toward the dependent survivor share of the monthly premium for the duration of the dependents' eligibility. The State has the right to make prospective changes to the percentage of credit to be available under this alternative method for future retirees as required to maintain the cost neutrality of this feature of the plan. The selection of the method of sick leave credit application must be made at the time of retirement, and is irrevocable. In the absence of a selection by the employee, the basic method shall be applied.

§9.25 Deferral of Health Insurance

An employee retiring from State service may delay commencement or suspend his/her retiree health coverage and the use of the employee's sick leave conversion credits indefinitely, provided that the employee applies for the delay or suspension, and furnishes proof of continued coverage under the health care plan of the employee's spouse, or from post retirement employment.

§9.26 Joint Committee on Health Benefits

The State and CSEA agree to continue the Joint Committee on Health Benefits. The State shall seek the appropriation of funds by the Legislature to support committee initiatives and to carry out the administrative responsibilities of the Joint Committee in the amount indicated for each year of the agreement: **\$945,000 in 2003-2004, \$945,000 in 2004-2005, \$945,000 in 2005-2006, and \$945,000 in 2006-2007.**

(c) The Joint Committee on Health Benefits shall work with appropriate State agencies to make mutually agreed upon changes in the Plan benefit structure through such initiatives as:

- (1) The annual HMO Review Process;
- (2) The ongoing review and oversight of the Managed Mental Health and Substance Abuse Treatment Program;
- (3) The ongoing review and oversight of the Managed Physical Medicine Program;
- (4) The continuation of the Benefits Management Program and annual review of the list of procedures requiring Prospective Procedure Review.
- (5) The Joint Committee on Health Benefits will work with the State and medical carrier to solicit and contract with credentialed radiological providers to provide mammography screening, according to the American Cancer Society's medical protocols, at the worksite and/or predetermined location. Reimbursement will be provided in accordance with the participating provider program, subject to the diagnostic copayment.
- (6) The continuation of the ambulatory surgery benefit and monitoring of participating centers. The Joint Committee on Health Benefits will work with the State to oversee the solicitation by the medical/surgical/basic medical carrier of Ambulatory Surgical Centers in bordering states and in those states where retirees commonly reside.
- (7) The continuation of the Home Care Advocacy Program (HCAP) and the ongoing review of services offered.
- (8) The Joint Committee on Health Benefits will continue to review the impact of Domestic Partner coverage.

(d) The Joint Committee's area of review and counsel shall include but not be limited to the following areas:

- (1) Development of health benefit communication programs related to the consumption of health care services provided under the Plan.
- ~~(2) The Joint Committee on Health Benefits will work with the State and Empire Plan carriers to address the need to consolidate the various telephonic requirements enrollees must adhere to and other plan resources to which enrollees have access. Effective as soon as practicable, there will be a centralized telephone number which, in turn, will direct calls to the appropriate program/benefit administrator for benefit approval, referral and/or assistance.~~
- ~~(2)(3)~~ Development, as appropriate in conjunction with the carriers, of revised benefit booklets, descriptive literature and claim forms.
- ~~(3)(4)~~ The CSEA Joint Committee on Health Benefits will work with the State to develop a "report card" which will include objective quality data to assist employees in selecting the health benefit plan that best meets the needs for the employee and their dependents.
- ~~(4)(5)~~ In cooperation with the State, the Joint Committee on Health Benefits will review the feasibility of providing employees with an Annual Health Insurance Buy-out.
- ~~(5)(6)~~ The Joint Committee on Health Benefits will work with the State to study the feasibility of an inclusive statewide "carve-out" program for prescription drugs.

The JCHB will work with the State and medical carrier to develop an enhanced network of urgent care facilities.

The JCHB will work with the State to study the feasibility of administering the Empire Plan through an alternate funding arrangement

The JCHB will work with the State to implement a direct debit vehicle to be utilized under the Medical flexible Spending Account

The JCHB will work with the State to conduct an extensive analysis of the current New York State Health Insurance Program (NYSHIP) (Empire Plan and HMOs) prescription drug benefit designs and associated costs.

The JCHB shall study the feasibility of a two-person premium structure. The JCHB shall work with the State and the Medical carrier to

implement a Reminder Program for Empire Plan enrollees and their dependents to identify eligible individuals who may not have received preventive screening exams or other services. At a minimum, the Program shall include:

**Mammography Reminder Program,
Cervical Cancer Screening Reminder Program
Adolescent Immunization Reminder Program
The JCHB will work with the State and the Empire Plan hospital and medical carriers to explore the development of an Empire Plan Hospital Network, which shall include paid-in-full benefits for anesthesiology, radiology and pathology**

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

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

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

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

(i) The Joint Committee will be responsible for the annual review of participating providers. The Joint Committee shall investigate and where feasible, take appropriate action to recruit additional providers in geographic and specialty areas determined by the Committee to be deficient.

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

(k) The Joint Committee shall study recurring subscriber complaints and make recommendations for the resolution of such complaints.

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

(m) The Joint Committee shall study and address other issues and concerns brought to the attention of the Committee that impact the accessibility, quality and costs of health care for employees covered by this Agreement.

§9.27 Communications

Appropriate descriptive material relating to any changes in benefits shall be distributed to each State agency for internal distribution prior to the effective date of the change in benefit. The State shall take all steps necessary to provide revised health insurance booklets to every employee as soon as possible. The Joint Committee on Health Benefits shall provide review and counsel on the development of the revised booklets.

§9.28 Confidentiality

The confidentiality of individual subscriber claims shall not be violated. Except as required to conduct financial and claims processing audits of carriers and coordination of benefit provisions, specific individual claims data, reports or summaries shall not be released by the carrier to any party without the written consent of the individual, insured employee or covered depend

ARTICLE 10

Attendance and Leave

Sick Leave Accumulation

**§10.6 – ASU
§10.7 – ISU/OSU
§10.5 – DMNA**

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of 200 days, ~~provided, however, no more than 165 days of such credits may be used for retirement service.~~ Employees shall have the ability to use up to 200 days of such credits **for retirement service credit and** to pay for health insurance in retirement.

Use of Sick Leave at Half Pay

**§10.8 – ASU
§10.15 – ISU
§10.9 – OSU**

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

The employee shall not have less than one **cumulative** year of ~~continuous~~ State service;

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

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

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

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

(c) For purposes of this subsection, an employee is deemed to have been formally disciplined for leave abuse if any of the following conditions occurred: a time and attendance notice of discipline was settled within one year preceding the request for

sick leave at one half pay, or the employee has been found guilty of the time and attendance notice of discipline served within one year preceding the request for sick leave at half pay or the employee did not contest the time and attendance notice of discipline served within one year preceding the request for sick leave at half pay. It does not include notices of discipline regarding other than time and attendance or those dismissed by an arbitrator or umpire or withdrawn by the appointing authority.

ASU

(4) Unless the employee has been absent on sick leave charged to leave credits for at least three consecutive workdays immediately preceding exhaustion of his/her accrued credits, sick leave at half pay may be withheld at the discretion of the appointing authority for the first three workdays following the day an employee has exhausted his/her accrued credits.

ISU / OSU

(4) In order to qualify for sick leave at half pay pursuant to this section, an employee must have been absent for thirty (30) consecutive workdays due to a long term illness for which satisfactory medical documentation has been furnished.

ASU/ISU/OSU

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

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

(b) Sick leave at half pay will not be granted or shall be terminated where the employee is determined to be permanently disabled and unable to perform the duties of his/her position; provided, however, where a permanently disabled employee, or the State or any other person acting on the employee's behalf, has filed an application for disability retirement allowance pursuant to the provisions of Title 7 of Article 2 of the Retirement and Social Security Law, such employee shall be granted sick leave at half pay until such eligibility is exhausted or the disability retirement application is acted upon, whichever occurs first.

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

§10.7 – DMNA

(a) The Division may grant sick leave at half pay to permanent and temporary employees in accordance with the DMNA Regulation 690-1, and shall grant sick leave at half pay for personal illness to a permanent employee eligible for such leave and subject to the following conditions:

The employee shall not have less than one **continuous** year of State service;

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

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

An employee request for sick leave at half pay must be submitted on forms provided by the Division. If an employee is incapacitated and is unable to initiate a request the employee's designee or appropriate supervisor may act in the employees behalf;

(5) In order to qualify for sick leave at half pay pursuant to this section, an employee must have been absent for thirty (30) consecutive days due to a long term illness for which satisfactory medical documentation has been furnished;

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

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

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

Satisfactory medical documentation shall be furnished and continue to be periodically furnished at the request of the Division; and

(a) Such leave shall not extend a period of appointment or

employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.

(b) Sick leave at half pay will not be granted or shall be terminated where the employee is determined to be permanently disabled and unable to perform the duties of his/her position.

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

(c) Nothing contained herein shall supersede the existing provisions of 690-1 dealing with the termination of employees due to absence because of personal illness, or physical or mental incapacity to perform the full duties of the position.

Maternity and Child Rearing Leave

§10.15 – ASU

§10.18 – ISU

§10.16 – OSU

§10.19 – DMNA (New Subsection)

Maternity and child-rearing leave shall be as provided in the Attendance

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

In cases of legal adoption under Article 7 of the Domestic Relations Law, leave for child-rearing purposes shall be granted as provided in the Attendance Rules and the guidelines for administration of those rules, dated March 11, 1982 which are contained in Appendix (II-ASU/DMNA & I-ISU/OSU) of this Agreement.

However, if a child is required to be admitted to a hospital for treatment after child care leave has commenced, upon employee request, child care leave shall be suspended during a single continuous period of such hospitalization and that period shall not count toward calculation of the seven month period. In such cases, any entitlement to mandatory childcare leave expires one year from the date the childcare leave originally commenced.

ASU (only)

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

Health Option Program Productivity Enhancement Program

§10.20 – ASU

§10.23 – ISU

§10.19 – OSU

§10.18 – DMNA

There shall be a Health Option Program as described in Appendix XII (X-DMNA). Disputes arising from the Health Option Program are not subject to the grievance procedure contained in this Agreement.

There shall be a Productivity Enhancement Program as described in Appendix XI (X-DMNA). Disputes arising from this program are not subject to the grievance procedure contained in this Agreement. This is a pilot program that will sunset on December 31, 2006 unless extended by mutual agreement by the parties.

§10.21 - ASU

§10.24 – ISU

§10.20 – OSU

§10.19 – DMNA

Leave for Licensure/Certification

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

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

ARTICLE 11

Workers' Compensation Benefit

Add as §11.2 (b)

(b) Eligible employees may be entitled to a supplemental wage payment not to exceed nine months per injury, in addition to the statutory wage benefit pursuant to the Workers' Compensation Law. Supplemental payments will be paid to employees whose disability is classified by the evaluating physician as "total" or "marked" and where a Workers' Compensation Law

wage payment is less than 60 percent of pre-disability wages, so that the total of the statutory payment and the supplemental payment provided by this Article equals 60 percent of their pre-disability gross wages. The pre-disability gross wages are defined as the sum of base annual salary, location pay, geographic differential, shift differential and inconvenience pay, received as of the date of the disability.

ARTICLE 14

Employee Development and Training

§14.1 The State and CSEA hereby reaffirm their commitment to increased productivity, upward career mobility and general employee development through educational and training opportunities and quality of work life through workplace improvement.

§14.2 Education, Development and Training Funds Funding

The State agrees to recommend the appropriation of funds by the Legislature in amount of ~~\$6,490,955~~ indicated in each year of the ~~2003-2007~~ Agreement ~~\$4,800,000 in 1999-2000, \$4,063,358 in 2000-2001, \$5,128,266 in 2001-2002 and \$5,220,252 in 2002-2003,~~ for the purpose of providing **quality of work life**, education, developmental and training opportunities.

The State and CSEA shall review existing quality of work life, educational, developmental and training programs and make recommendations for program changes based upon the needs and desires of both the State and employees.

§14.3 Unit Specific Training

[ASU] **Clerical and Secretarial Employees Advancement**

A portion of the amounts identified in §14.2(a) above shall be available to support **quality of work life**, educational, developmental and training programs approved under the Clerical and Secretarial Employees Advancement Program (CSEAP) for employees in the ASU unit.

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

[ISU] Unit Specific Training

~~The State recognizes the importance of the educational, developmental, and specialized training programs developed pursuant to Section 14.3 of the prior negotiated Agreement. The State shall continue to improve those programs previously developed and implemented pursuant to Section 14.3, which are presently integrated into specific agency training programs.~~

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

~~Of the amounts identified in Section 14.2(a) above, a portion shall be available to support educational, developmental and training program approved under the Unit Specific Training Program. Directions shall include, but not be limited to, the following: apprenticeship programs applicable to direct care positions; advanced level competency based in-service training programs for select positions; agreement with selected colleges to grant academic credit for in-service training programs; continuing advanced educational programs geared toward promoting long term employees to master level positions.~~

~~Applications for funding or programs developed by the agency Labor/Management Committees shall be forwarded to the existing Statewide Labor/Management Committee with the responsibility to disburse these funds to the agencies affected.~~

~~On a quarterly basis the Statewide Labor/Management Committee will report to the President of CSEA, Inc. and the Director of the Governor's Office of Employee Relations as to the programs implemented and funds expended.~~

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

[OSU] **Apprenticeship Unit Specific Training**

A portion of the amounts identified in §14.2(a) above shall be available to support **quality of work life**, educational, developmental and training programs approved under the State/CSEA Apprenticeship Program for employees in the OSU unit.

The State and CSEA shall continue the Joint Apprenticeship Committee to include, but not be limited to, oversight of the following:

- Formal Apprenticeship
 - Identifying Operational Services Unit job titles suitable for apprenticeship;
 - Stimulating interest in, developing and implementing apprenticeship program in cooperation with participating State agencies pursuant to basic standards established by the Committee.
 - Evaluating educational delivery components of the program to ensure cost efficiency as well as quality.
- Other related training
 - Continuing to foster and develop in cooperation with State training to enhance skill levels, productivity and advancement potential;
 - Stimulating interest in, designing and developing specific programs in cooperation with State agencies to introduce practical skills to unskilled workers in the unit. The purpose of such programs will be to both enrich advancement potential and to enhance

the ability to perform present duties, interfacing as appropriate with other joint State/CSEA training efforts to foster optimum training opportunities for employees in the unit.

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

[DMNA] Unit Specific Training

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

(b) Determination of appropriate unit specific training program to be funded shall be by a State/CSEA Committee. The Committee shall be formed as soon as possible after the effective date of this Agreement, and shall include representatives of the State, Division and CSEA, as appropriate.

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

The Committee's responsibility shall include, but not be limited to, the research and development of approaches to appropriate unit specific training needs of members of the bargaining unit. This shall include, where appropriate, purchasing participation in existing training programs.

§14.4 Joint CSEA/State Committee

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

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

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

§14.5 State Facilities

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

**ARTICLE 15
Safety and Health**

§15.2(d) Funding for Safety and Health Initiatives

The State shall seek the appropriation of funds by the Legislature in the amount of **\$416,785** in each year of the 2003-2007 Agreement, ~~\$350,000 in 1999-2000, \$364,726 in 2000-2001, \$380,522 in 2001-2002 and \$396,028 in 2002-2003~~, to support Committee initiatives which shall include but not be limited to:
(Remainder of Article unchanged)

Article 21 – Productivity and Quality of Working Life Committee (See Article 14)

§21.1 During the term of this Agreement, there shall be a single, six member, Statewide Labor/Management Committee with responsibility to study, recommend and implement proposals concerning the major issues of productivity and the quality of work life. The Committee shall consist of three representatives selected by the State, three representatives selected by CSEA, all of whom shall be at policy levels within the respective organizations. The chairperson of the Committee shall be selected by the parties from among the Committee members.

§21.2 The Committee shall:

Address means of improving productivity and quality of working life through activities including, but not limited to, the following: (1) conducting methodological research; (2) undertaking productivity studies and demonstration projects; (3) investigating and establishing productivity incentive programs; (4) fostering quality of work life initiatives; (5) exploring and, where appropriate, fostering workplace and process improvement endeavors and/or other such initiatives.

The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of funds in the amount indicated in each year of the Agreement: \$770,000 in 1999-2000, \$798,754 in 2000-2001, \$829,568 in 2001-2002 and \$861,610 in 2002-2003, to fund the operation and programs of the Committee.

§21.3 Recommendations made by the Committee shall not be binding on either the State or CSEA, although they may form the basis for such agreements as the parties may wish to enter into or for future negotiations.

§21.4 In recognition that productivity and quality of work life are workplace issues which may transcend negotiating units, the parties agree to foster a coalition involving all employee groups in the State to address common concerns.

**ARTICLE 23 (A/I/O) ARTICLE 19.5 (D)
Overtime Meal Allowance**

Delete §23.1, §23.2, §23.3, and replace with:

§23.1 Overtime meal allowances shall be paid, subject to rules and regulations of the Comptroller, to employees when it is necessary and in the best interest of the State for such employees to work at least three

hours overtime on a regular working day or at least six hours overtime on other than a regular working day. Employees working at least six hours overtime on a regular working day or at least nine hours overtime on other than a regular working day shall receive two overtime meal allowances.

§23.2 The overtime meal allowance for employees in this unit shall be \$5.50.

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

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

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

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

ARTICLE 26 (ASU/ISU/OSU)

ARTICLE 41 (New) - DMNA

Job Classifications

The State, through the Office of the Director of Classification and Compensation, will provide to CSEA copies of any new or revised tentative classification specifications and standards for titles in the Administrative, Operational and Institutional Services Units for review and comment. CSEA will provide its comments, if any, to the Director of Classification and Compensation within ~~45~~ 30 calendar days after its receipt of such material. The specifications and standards will not be issued in final form during the ~~45~~ 30 calendar days in order to permit consideration of any comments submitted by CSEA.

ARTICLE 29 (ASU/ISU/OSU)

ARTICLE 23 – DMNA

Family Benefits Program/Work-Life Services

§29.1 In the second year of the Agreement, the State shall provide a contribution per DCAA account as follows:

Employee Gross Annual Salary	Employer Contribution
Up to \$35,000	\$400
\$35,001 - \$55,000	\$300
Over \$55,000	\$200
Up to \$35,000	\$600
\$35,001 - \$45,000	\$500
\$45,001 - \$55,000	\$400
\$55,001 - \$65,000	\$300
Over \$65,000	\$200

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

§29.2 In the interest of providing greater availability of dependent care and other services to CSEA represented employees and maximizing resources available, the Family Benefits Program may support additional initiatives as recommended by the Advisory Board. The existing resource and referral program currently available to New York City and Westchester County State employees shall be expanded by October 1, 2001, or as soon as practicable thereafter. In the event available funds are not fully expended for this purpose, residual funds will be reallocated pursuant to the recommendations of the Family Benefits Committee for the benefit of CSEA members.

§29.3 Transitional financial support of the network centers may continue for the first two years of the Agreement. Technical support and training to support child and elder care initiatives shall continue through the term of the Agreement. Host agency support is anticipated to continue throughout the Agreement. The State and CSEA remain committed to ensuring that all network childcare available to State employees is provided in safe, high quality centers. Therefore, the State and CSEA agree to:

- Continue financial support for health and safety grants for childcare network centers;
- Provide technical support and training for child and elder care initiatives; and
- Encourage the continuation of existing host agency support for childcare centers.

§29.4 A joint labor/management advisory body, which recognizes the need for combined representation of all employee negotiating units and the State, will monitor and evaluate the family benefits program and other work-life services. The name of the New York State Labor/Management Child Care Advisory Committee (NYSLMCCAC) shall be changed to the Family Benefits Committee in recognition of its expanded role. The new Family Benefits Committee will continue to serve as a multi-union joint labor/management advisory body to monitor and evaluate the family benefits

program.

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

§29.6 The State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amount of **\$2,124,455 in each year of \$1,820,000 for the 1999-2000 2003-2007 Agreement year, \$1,883,824 for the 2000-2001 Agreement year, \$1,952,181 for the 2001-2002 Agreement year, and \$2,023,200 for the 2002-2003 Agreement year** to fund the activities of the Family Benefits Committee Program.

**ARTICLE 30
Employee Benefit Fund**

§30.2 The State shall deposit in the CSEA Employee Benefit Fund an amount equal to ~~\$142,500~~ **\$175.00** per employee for each quarter of the year beginning April 1, ~~1999 2003~~ **2004**; ~~\$142,500~~ **\$187.50** per employee for each quarter of the year beginning April 1, ~~2000 2004~~ **2005**; ~~\$142,500~~ **\$200.00** per employee for each quarter of the year beginning April 1, ~~2001 2005~~ **2006**; ~~\$142,500~~ **\$212.50** per employee for each quarter of the year beginning April 1, ~~2002 2006~~ **2007** and thereafter. Such amounts shall be deposited as soon as practicable after the first day of each quarter.

ARTICLE 38

Employee Assistance Program/Work-Life Services

In recognition of the mutual advantage to the employees and the employer inherent in an employee assistance program the State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation ~~indicated for in the amount of \$532,953~~ in each year of the **2003-2007** Agreement: ~~\$450,000 in 1999-2000, \$468,066 in 2000-2001, \$487,438 in 2001-2002 and \$505,576 in 2002-2003~~, to continue the Employee Assistance Program effort. ~~The present A joint labor/management arrangement advisory body, which recognizes the need for combined representation of all employee negotiating units and the State, in a single work place employee assistance program, shall continue will monitor and evaluate the Employee Assistance Program and other Work-Life services.~~

Article 53 (ASU/58 (ISU/42 (DMNA)/57 (OSU)

Duration of Agreement

The term of this Agreement shall be from April 2, ~~1999 2003~~ **2004** to April 1, ~~2003 2007~~.

APPENDIX IV (ASU)/III (ISU & OSU)

Seasonal Employees

A. Compensation

Lump Sum Payment for Fiscal Year ~~1999-2000-2003-2004~~

Eligibility for a portion of the ~~\$600~~ **\$800** lump sum payment shall extend to seasonal employees in employment status on March 31, ~~2000 2004~~ **2004** who have a total time in pay status of six (6) months or more during the preceding fiscal year; this six months of pay status shall be called the "qualifying period". For employees with more than six months of total time in pay status, the qualifying period shall be the last six months in the respective fiscal year. Such employees paid on an hourly, per diem, or annual salaried basis who:

- work a minimum of one-quarter time, but less than half-time, during their qualifying period shall receive ~~\$125~~ **\$200**;
- work a minimum of half-time, but less than three-quarters time, during their qualifying period shall receive ~~\$250~~ **\$400**;
- work a minimum of three-quarters time, but less than full-time, during their qualifying period shall receive ~~\$375~~ **\$600**;
- work the equivalent of full time during their qualifying period shall receive ~~\$600~~ **\$800**.

Such section shall not apply to employees paid on a fee schedule.

Salary Increase for Fiscal Year ~~1999-2000 2004-2005~~

1. Effective on ~~September 30, 1999 March 25, 2004~~ for employees on the administrative payroll and ~~October 7, 1999 April 1, 2004~~ for employees on the institutional payroll, the basic annual salary of employees in employment status on ~~September 20, 1999 and October 6, 1999 March 24, 2004 and March 31, 2004~~, respectively, shall be increased by ~~three (3) two and one-half (2.5)~~ percent.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on ~~September 20, 1999 or October 6, 1999 March 24, 2004 or March 31, 2004~~, as appropriate, but who were employed on a seasonal basis in fiscal year ~~1998-99 2003-2004~~ and become reemployed during the ~~1999-2000 2004-2005~~ fiscal year, will be eligible for an increase of ~~three (3.0) two and one-half (2.5)~~ percent effective on ~~September 30, 1999 March 25, 2004~~ for employees on the administrative payroll and ~~October 7, 1999 April 1, 2004~~ for employees on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1998-99 2003-2004~~ fiscal year who were not on the payroll on ~~September 20, 1999 or October 6, 1999 March 24, 2004 or March 31, 2004~~, as appropriate, but who were employed on a seasonal basis in fiscal year ~~1998-99 2003-2004~~ and become reemployed as detailed below, will be eligible to receive a salary as described below.

- (a) Individuals newly hired in the Park and Recreation Aide

series shall receive the prevailing hiring rate for the particular Aide level to which they are being appointed.

(b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1998-99 2003-2004~~ fiscal year who were not on the payroll on ~~September 29, 1999 or October 6, 1999~~ March 24, 2004 or March 31, 2004, as appropriate, but who become reemployed during the ~~1999-2000 2004-2005~~ fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by ~~three (3) two and one-half (2.5)~~ two and one-half (2.5) percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by ~~three (3) two and one-half (2.5)~~ two and one-half (2.5) percent, or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed, unless such individual had at least 1500 hours in pay status during each of the previous two years, in which case, such individual will be eligible to receive the salary last received, increased by two and one-half (2.5) percent or the prevailing hiring rate of the previous Aide level, whichever is higher.

Salary Increase for Fiscal Year ~~2000-2001 2005-2006~~

1. Effective on ~~March 30, 2000 April 7, 2005~~ for employees on the administrative payroll and ~~April 6, 2000 March 31, 2005~~ for employees on the institutional payroll, the basic annual salary of employees in employment status on ~~March 30, 2000 and April 5, 2000~~ April 6, 2005 and March 30, 2005, respectively, shall be increased by ~~three (3) two and three-quarters (2.75)~~ percent.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on ~~March 20, 2000 or April 5, 200~~ April 6, 2005 or March 30, 2005, as appropriate, but who were employed on a seasonal basis in fiscal year ~~1999-2000 2004-2005~~ and become reemployed during the ~~2000-2001 2005-2006~~ fiscal year, will be eligible for an increase of ~~three (3.0) two and three-quarters (2.75)~~ percent effective on ~~March 30, 2000 April 7, 2005~~ for employees on the administrative payroll and ~~April 6, 2000 March 31, 2005~~ for employees on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1999-2000 2004-2005~~ fiscal year who were not on the payroll on ~~March 20, 2000 or April 5, 200~~ April 6, 2005 or March 30, 2005, as appropriate, but who were employed on a seasonal basis in fiscal year ~~2000-2001 2005-2006~~ and become reemployed as detailed below, will be eligible to receive a salary as described below.

- (a) Individuals newly hired in the Park and Recreation Aide series shall receive the prevailing hiring rate for the particular Aide level to which they are being appointed.
- (b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1999-2000 2004-2005~~ fiscal year who were not on the payroll on ~~March 20, 2000 or April 5, 200~~ April 6, 2005 or March 30, 2005, as appropriate, but who become reemployed during the ~~2000-2001 2005-2006~~ fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by ~~three (3) two and three-quarters (2.75)~~ two and three-quarters (2.75) percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by ~~three (3) two and three-quarters (2.75)~~ two and three-quarters (2.75) percent, or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed, unless such individual had at least 1500 hours in pay status during each of the previous two years, in which case, such individual will be eligible to receive the salary last received, increased by two and three-quarters (2.75) percent or the prevailing hiring rate of the previous Aide level, whichever is higher.

Salary Increase for Fiscal Year ~~2001-2002 2006-2007~~

1. Effective on ~~March 20, 2001 April 6, 2006~~ for employees on the administrative payroll and ~~April 5, 2001 March 30, 2006~~ for employees on the institutional payroll, the basic annual salary of employees in employment status on ~~March 20, 2001 and April 4, 2001~~ April 5, 2006 and March 29, 2006, respectively, shall be increased by ~~three and one-half (3.5) three (3)~~ percent.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on ~~March 20, 2001 or April 4, 2001~~ April 5, 2006 or March 29, 2006, as appropriate, but who were employed on a seasonal basis in fiscal year ~~2000-2001 2005-2006~~ and become reemployed during the ~~2001-2002 2006-2007~~ fiscal year, will be eligible for an increase of ~~three and one-half (3.5) three (3)~~ percent effective on ~~March 20, 2001 April 6, 2006~~ for employees on the administrative payroll and ~~April 5, 2001 March 30, 2006~~ for employees on the institutional payroll or the date of

hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~2000-2001 2005-2006~~ fiscal year who were not on the payroll on ~~March 20, 2001 or April 4, 2001~~ April 5, 2006 or March 29, 2006, as appropriate, but who were employed on a seasonal basis in fiscal year ~~2000-2001 2005-2006~~ and become reemployed as detailed below, will be eligible to receive a salary as described below.

- (a) Individuals newly hired in the Park and Recreation Aide series shall receive the prevailing hiring rate for the particular Aide level to which they are being appointed.
- (b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~2000-2001 2005-2006~~ fiscal year who were not on the payroll on ~~March 20, 2001 or April 4, 2001~~ April 5, 2006 or March 29, 2006, as appropriate, but who become reemployed during the ~~2001-2002 2006-2007~~ fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by ~~three and one-half (3.5) three (3)~~ three (3) percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by ~~three and one-half (3.5) three (3)~~ three (3) percent or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed, unless such individual had at least 1500 hours in pay status during each of the previous two years, in which case, such individual will be eligible to receive the salary last received, increased by three (3) percent or the prevailing hiring rate of the previous Aide level, whichever is higher.

Salary Increase for Fiscal Year ~~2002-2003~~ Effective April 1, 2007

1. Effective on ~~March 28, 2002 April 1, 2007~~ for employees on the administrative payroll and ~~April 4, 2002~~ for employees on the institutional payroll, the basic annual salary of employees in employment status on ~~March 27, 2002 and April 3, 2002, respectively, March 31, 2007~~ shall be increased by ~~three and one-half (3.5) percent~~ \$800.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on ~~March 27, 2002 or April 3, 2002, as appropriate March 31, 2007~~, but who were employed on a seasonal basis in fiscal year ~~2001-2002 2005-2006~~ and become reemployed during the ~~2002-2003 2006-2007~~ fiscal year, will be eligible for an increase of ~~three and one-half (3.5) percent~~ \$800 effective on ~~March 28, 2002 April 1, 2007~~ for employees on the administrative payroll and ~~April 4, 2002~~ for employees on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~2001-2002 2005-2006~~ fiscal year who were not on the payroll on ~~March 27, 2002 or April 3, 2002, as appropriate, April 1, 2007~~, but who were employed on a seasonal basis in fiscal year ~~2001-2002 2005-2006~~ and become reemployed as detailed below, will be eligible to receive a salary as described below.

- (a) Individuals newly hired in the Park and Recreation Aide series shall receive the prevailing hiring rate for the particular Aide level to which they are being appointed.
- (b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~2001-2002 2005-2006~~ fiscal year who were not on the payroll on ~~March 27, 2002 or April 3, 2002, as appropriate, April 1, 2007~~ but who become reemployed during the ~~2002-2003 2006-2007~~ fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by ~~of three and one-half (3.5) percent~~ \$800 or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by ~~of three and one-half (3.5) percent~~ \$800 or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed, unless such individual had at least 1500 hours in pay status during each of the previous two years, in which case, such individual will be eligible to receive the salary last received, increased by \$800 or the prevailing hiring rate of the previous Aide level, whichever is higher.

B. Holiday Compensation

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

(b) Seasonal employees not covered by the Attendance Rules who are

regularly employed on a 37.5 or 40 hour per week basis who work at least 25 days during the current seasonal period and who have been so employed during at least one of the two consecutive seasonal periods (4/1 to 9/30 and 10/1 to 3/31) immediately preceding the current seasonal period will be entitled to additional compensation at their hourly rate up to a maximum of eight hours for time worked on days during their employment in the current seasonal period which are observed as holidays by the State. Such compensation should be paid retroactively upon completion of five weeks work.

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

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

D. Health Insurance Coverage

Delete current 1, 2 and 3 - replace with:

Seasonal employees who, at the time of hire, are expected to be continuously employed on at least a half time basis for at least six months, shall be eligible to apply for health insurance coverage as of the date of employment. Coverage shall be subject to a 42 day new employee waiting period on the date of first employment, and benefits shall be available as of the 43rd day of employment, assuming the employee submitted a written application for coverage during the 42 day waiting period and was on the payroll or on authorized Workers' Compensation leave without pay for the entire 42 day waiting period.

Seasonal employees who, at the time of hire, are not expected to be continuously employed on at least a half time basis for at least six months, shall not be eligible for health benefits at the start of employment. However, upon actual completion of six months of continuous employment on at least a half time basis, an employee so hired shall become eligible to apply for health benefits. Coverage shall become effective following the completion of a 42 day new employee waiting period that commences on the day following their completion of six months of such a work schedule, assuming the employee submits a written application for coverage during the waiting period, and remains on the payroll or on authorized Workers' Compensation Leave without Pay for the entire 42 day waiting period.

Where the State establishes a seasonal position for six months or more, the appointee to that position shall not have his or her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance purposes. However, if that individual's service is broken for another reason, the individual shall not be eligible to continue coverage after employment is terminated, except as described in Section 4 below.

Should a seasonal employee who attained health insurance coverage under Section 1 or 2 above, leave the payroll and then be rehired subsequently, the employee shall retain eligibility for health insurance coverage upon rehire without being hired for an anticipated six month period of continuous employment on at least a half time basis, provided the employee is not off of the payroll more than six months. An employee so rehired may continue his or her health insurance by paying the full cost of coverage for the period of time he or she is off the payroll, or, if not rehired, until the date that is six months from the date of employment terminated.

Leave Donation (ASU-Appendix XI, ISU/OSU-Appendix X/DMNA-Appendix IX)

Program Description

The intent of the Leave Donation Program is to provide a means of assisting employees who, because of long-term personal illness, have exhausted their accrued leave credits and would otherwise be subject to a severe loss of income during a continuing absence from work. This Appendix extends the current provisions of the Leave Donation Pilot Program. However, provisions governing donation of leave credits across agency lines by employees other than family members will sunset close of business April 1, 2007 unless the parties mutually agree to extend such provisions beyond that date.

Eligibility Criteria - Donors

- In order to donate vacation credits an employee of this unit must:
- be employed in the same department or agency or be a family member of an eligible recipient employed in another agency or during the period commencing as soon as practicable following ratification through April 1, 2007 be an employee other than a family member employed in another agency;
 - have a minimum vacation balance of at least ten days after making the donation, based on the donor's work schedule. Vacation credits which would otherwise be forfeited may not be donated.
 - donor identity is kept strictly confidential.

Eligibility Criteria - Recipients

- In order to receive donated leave credits, an employee of this unit must:
- be subject to the Attendance Rules or otherwise eligible to earn leave credits;
 - be absent due to a non-occupational personal illness or disability for which medical documentation satisfactory to

management is submitted as required;
have exhausted all leave credits;
be expected to continue to be absent for at least two biweekly payroll periods following exhaustion of leave credits or sick leave at half-pay;
must not have had any disciplinary actions or unsatisfactory performance evaluations within the employee's last three years of State employment;
be employed in the same agency or department as the prospective donor though not necessarily in the same facility or location, or be a family member employed in another agency or during the period commencing as soon as practicable following ratification through April 1, 2007 be an employee other than a family member employed in another agency.

Donation to and from Employees in Other Units

Employees of this Unit may participate in the voluntary donation or receipt of accrued vacation credits with employees of other bargaining units or those designated M/C subject to the following conditions:

Vacation credits may only be donated, received, or credited between employees of the same department or agency or between family members employed in different agencies or during the period commencing as soon as practicable following ratification through April 1, 2007 be an employee other than a family member employed in another agency who are deemed eligible to participate in an authorized leave donation program, provided that there are simultaneously in effect a Leave Donation Exchange Memorandum of Agreement between the Governor's Office of Employee Relations and the employee organizations representing both the proposed recipient and the proposed donor, or applicable attendance rules for managerial or confidential employees.

The donations are governed by the provisions of the program applicable to the donor; receipt, crediting and use of donations are governed by the provisions of the program applicable to the recipient.

Restrictions on Donations

Only vacation credits which would not otherwise be forfeited may be donated. Credits must be donated in full-day units (7.5 or 8 hours). There is no limit on the number of times an eligible donor may make donations. Donated credits not used by recipients are returned to the donor, provided the donor is employed in the same agency as the recipient. Donated credits from employees outside the agency will NOT be returned.

There is no maximum number of days which a recipient employee may accept, provided, however, that donated credits cannot be used to extend employment beyond the point it would otherwise end by operation of law, rule or regulation. There is no maximum number of donors from whom an eligible employee may accept donations.

An employee's continuing eligibility to participate in this program must be reviewed by the agency personnel office at least every 30 days and more frequently if appropriate, based on current standards as to what constitutes satisfactory medical documentation.

Administrative Issues

The employing department or agency is responsible for verifying medical documentation, reviewing eligibility requirements, approving and processing donations, confirming employee acceptance of donations and transferring credits. This program is not subject to the grievance procedure contained in this Agreement.

For purposes of this Appendix, family shall be defined as any relative or any relative-in-law regardless of place of residence, or any person with whom the employee makes his or her home.

~~During calendar year 2001, the parties will review the ability of the State to offer leave donation across agency lines for employees other than family members.~~

APPENDIX XI (X-DMNA)

Delete Current Appendix and Replace with:

Productivity Enhancement Program

This Appendix describes the Productivity Enhancement Program available to employees in the Administrative Services, Institutional Services, Operational Services and Division of Military and Naval Affairs Units. Detailed guidelines on program administration will be issued by the Department of Civil Service.

Program Overview

Eligible employees may elect to participate in the Productivity Enhancement Program. As detailed below, this program allows eligible employees to exchange previously accrued annual leave (vacation) and/or personal leave in return for a credit to be applied toward their employee share NYSHIP premiums on a biweekly basis. The first phase of the Productivity Enhancement Program will be available for the period July 1 through December 31, 2004. The second phase of the program will be available for the entire 2005 and 2006 calendar years. In each phase of the program the credit is divided evenly among the State paydays that fall within that phase of the program.

Disputes arising from this program are not subject to the grievance procedure contained in this Agreement. This is a pilot program that will sunset on December 31, 2006 unless extended by mutual agreement of the parties.

Eligibility/Enrollment

In order to enroll an employee must:

- Be a classified or unclassified service employee in a title below Salary Grade 18 or equated to a position below Salary Grade 18.
- Be an employee covered by the New York State/CSEA Collective Bargaining Agreements;
- Have a sufficient leave balance to make the full leave forfeiture at the time of enrollment without bringing their combined annual and personal leave balances below 8 days; and
- Be a NYSHIP enrollee (contract holder) in either the Empire Plan or an HMO at the time of enrollment.

Part-time employees who meet these eligibility requirements will be eligible to participate on a prorated basis.

Once enrolled, employees continue to participate unless they separate from State service or cease to be NYSHIP contract holders. Leave forfeited in association with either phase of this program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.

The credit established upon enrollment in either phase of the program will be adjusted only if the employee moves between individual and family coverage under NYSHIP during that phase.

Open dates for enrollment are detailed below. Employees who enroll in the first phase of the program will be required to submit a separate enrollment if they wish to participate in the second phase of the program.

Phase I

The enrollment period for the 2004 portion of the Productivity Enhancement Program will run from April 12, 2004 through May 14, 2004. Full-time employees who enroll in this first phase of the program will forfeit a total of 1.5 days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to \$200 to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks issued between July 1, 2004 and December 31, 2004 (specific dates may change pending examination of payroll calendar).

Eligible part-time employees will forfeit a total of 1.5 prorated days of annual and/or personal leave and receive a prorated credit toward the employee share of their health insurance premiums based on their payroll percentage.

Phase II

The enrollment period for the 2005 portion of the Productivity Enhancement Program will run from November 1, 2004 through November 26, 2004. Full-time employees who enroll in this second phase of the program will forfeit a total of 3 days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to \$400 to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks issued between January 1, 2005 and December 31, 2005 (specific dates may change pending examination of payroll calendar).

The enrollment period for the 2006 portion of the Productivity Enhancement Program will run from November 1, 2005 through November 26, 2005. Full-time employees who enroll in this second phase of the program will forfeit a total of 3 days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to \$400 to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks issued between January 1, 2006 and December 31, 2006 (specific dates may change pending examination of payroll calendar).

Eligible part-time employees will forfeit a total of 3 prorated days of annual and/or personal leave and receive a prorated credit toward the employee share of their health insurance premiums based on their payroll percentage.

APPENDIX XII (ASU/DMNA)/XIII (OSU/ISU)

Leave Adjustment Program for Part-Time Annual Salaried Employees

The following describes the benefit available to eligible part-time annual salaried employees scheduled to work additional hours beyond their payroll percentage. Agencies must set up a procedure to review time records to provide the negotiated benefit described below.

This program is no longer a pilot program.

Eligibility

The provisions of this Program apply to eligible part-time annual salaried employees scheduled to work hours in excess of their payroll percentage.

In order to participate in this Program, part-time annual salaried employees must be employed to work a schedule equated to their payroll percentage which entitles them to earn leave credits under the Attendance Rules (either five days per week or at least half-time per biweekly pay period), not including the additional time worked above their payroll

percentage.

"Employed to work a schedule" that entitles the employee to earn leave credits under the Attendance Rules means that the schedule assigned to the employee qualifies for the earning of leave credits under the Attendance Rules. The employee need not actually work that schedule each pay period in order to remain eligible. The employee may be on paid or unpaid leave from a qualifying schedule.

The additional time worked cannot be counted to qualify an otherwise ineligible employee to earn leave credits under the Attendance Rules. Leave credits can be granted for additional time worked only as described in this Program to part-time annual salaried employees already eligible to earn leave credits under the Attendance Rules for their work schedule equated to their payroll percentage.

For example, an employee with a payroll percentage of 40% and corresponding work schedule of four days per pay period cannot participate in the Program even though the employee works additional time for a fifth day each pay period because the employee's work schedule based on his/her payroll percentage is not a qualifying schedule. On the other hand, an employee with a payroll percentage of 50% earns leave credits under the Attendance Rules based on the work schedule corresponding to his/her payroll percentage and is eligible to be granted vacation, sick leave and personal leave adjustment credits for additional time worked beyond his/her 50% schedule under this Program.

Participating employees are not eligible to be credited under this Program for additional hours worked in excess of the normal 37.5 or 40-hour workweek.

Vacation and Sick Leave

Agencies must review the additional time worked by eligible part-time annual salaried employees twice a year, for payrolls 1-13 and for payrolls 14-26. Additional vacation and sick leave will be credited within 60 days after the end of payroll period 13 and within 60 days after the end of payroll period 26.

The first crediting of additional vacation and sick leave occurred within a 60-day recording period following pay period 13 of fiscal year 2000-2001.

The provisions regarding the special rate for calculating vacation adjustment credits for employees who earn vacation at the 20-day rate apply to additional hours worked beginning in pay period 1 of fiscal year 2004-2005. The first crediting at this rate will occur within a 60-day period following the end of pay period 13 of fiscal year 2004-2005.

2. Agencies must credit eligible employees with vacation and sick leave adjustment credits proportional to the additional hours worked during the 13 pay periods under review.

Sick Leave Adjustment Credits

An employee must have worked a minimum of five (5) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of sick leave. Eligible employees are credited with one-quarter (1/4) hour of sick leave for every five (5) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see (c) below).

Vacation Adjustment Credits for Employees Who Accrue at the Thirteen-Day Rate

An employee who earns vacation at the 13-day rate must have worked a minimum of five (5) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of vacation. Eligible employees are credited with one-quarter (1/4) hour of vacation for every five (5) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see (c) below).

Vacation Adjustment Credits for Employees Who Accrue at the Twenty-Day Rate

An employee who earns vacation at the 20-day rate must have worked a minimum of three and one quarter (3.25) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of vacation. Eligible employees are credited with one-quarter (1/4) hour of vacation for every three and one quarter (3.25) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see (c) below).

When an employee's seventh anniversary date falls during the 13 pay periods under review, the employee will be credited with vacation adjustment credits at the 13-day rate for those 13 pay periods and thereafter will be credited with vacation adjustment credits at the 20-day rate.

Some examples follow:

A1. During payroll periods 1-13 of 2004, a half-time ISU employee with three years of creditable service works a total of 80 hours beyond her normal half-time schedule. This employee would be credited with an additional four (4) hours of vacation and four (4) hours of sick leave within 60 days after payroll period 13. (80 hours of additional time worked divided by 5 hours = 16 five-hour segments multiplied by .25 hour credited for each 5 hours of additional time worked = four (4) hours of additional vacation and four (4) hours of additional sick leave.)

A.2. During payroll periods 14-26, this employee works 155 hours above her payroll percentage and earns 7.75 hours of additional vacation and 7.75 hours of additional sick leave. (155 hours divided by 5 hours = 31 five-hour segments multiplied by .25 hour credited for each 5 hours of additional time worked = 7.75 hours of additional vacation and 7.75 hours of additional sick leave credit.)

B.1. During payroll periods 1-13 of 2004, a half-time ISU employee with ten years of creditable service works a total of 80 hours beyond her normal half-time schedule. This employee would be credited with an additional six and one quarter (6.25) hours of vacation and four (4) hours of sick leave within 60 days after payroll period 13. The vacation is calculated as follows: 80 hours of additional time worked divided by 3.25 hours = 24.62 three and one-quarter hour segments multiplied by .25 hour credited for each 3.25 hours of additional time worked = 6.15 hours. Rounding to the nearest quarter hour, the employee receives 6.25 hours of additional vacation. The sick leave is calculated as described in example A.1 above.

B.2. During payroll periods 14-26, this employee works 155 hours above her payroll percentage and earns 12 hours of additional vacation and 7.75 hours of additional sick leave. The vacation is calculated as follows: 155 hours divided by 3.25 hours = 47.69 three and one-quarter hour segments multiplied by .25 hour credited for each 3.25 hours of additional time worked = 11.92 hours. Rounding to the nearest quarter hour, the employee receives 12 hours of additional vacation. The sick leave is calculated as described in example A.2 above.

Employees must charge accruals on the basis of the total number of hours the employee is scheduled to work on a given day, beginning with the first day following the payroll period in which the employee is first credited with additional vacation and sick leave under this Program. Until the first time the employee is credited with additional vacation and sick leave, the employee who takes a day off charges credits only to cover the normal schedule corresponding to the payroll percent and not to cover any additional scheduled hours. The employee simply does not receive pay for those additional hours. Beginning with the pay period after being credited for the first time with additional vacation and sick leave, the employee is required to charge credits for all scheduled hours on a given day, including any additional scheduled hours, and therefore receives pay for those additional hours.

For example, a 50 percent employee on the administrative payroll cycle who works 20 hours per week, four hours per day, begins working additional time for the first time in pay period 1 in fiscal year 2004-2005. On November 1, 2004, the employee takes a day of sick leave, charges 4 hours to cover his normal schedule, and receives 4 hours pay for the day even though he was scheduled to work additional time on that day. On November 3, 2004, the last day of a pay period, the employee is credited for the first time with additional vacation and sick leave under this Program for pay periods 1 through 13. On November 4, 2004, the employee takes a day of vacation. His work schedule on that day is 8 hours, including 4 hours of additional time. He is required to charge 8 hours to cover his full schedule, and receives 8 hours pay for the day.

4. Vacation and sick leave adjustment credits must be added to the employee's regular vacation and sick leave balances. Employees continue to be subject to a prorated sick leave maximum, and to a prorated vacation maximum on April 1 of each year, based on their payroll percentage. Employees who separate from State service receive a lump sum payment for unused vacation of up to 30 prorated days based on their payroll percentage. Separating employees should be credited as of the date of separation with any additional leave to which they are entitled under this Program so that such leave can be included in the vacation lump sum payment and, for retirees, in the calculation of retirement service credit and the sick leave credit for health insurance in retirement, subject to applicable maximums based on the employee's payroll percentage.

Personal Leave

Agencies must review the additional time worked by eligible part-time annual salaried employees once a year.

Employees who work additional time will be credited with personal leave adjustment credit once a year on the personal leave adjustment date. The personal leave adjustment date will not change if the employee is not in pay status on that date. The first personal leave adjustment date was May 30, 2001 for the period April 1, 2000 through March 31, 2001.

Agencies must credit eligible employees with personal leave adjustment credits proportional to the number of additional hours worked during the 26 pay periods under review. An employee must have worked a minimum of 13 hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of personal leave. Eligible employees are credited with one-quarter (1/4) hour of personal leave for every 13 hours of additional time worked during the 26 pay periods under review. For this purpose, time worked includes time charged to leave credits.

For example, during the period April 1, 2004 through March 31, 2005, an ISU employee works a total of 235 hours beyond her payroll percentage and earns 4.50 hours of personal leave adjustment time. (235 hours of additional time worked divided by 13 hours = 18.08 13-hour segments multiplied by .25 hour credited for each 13 hours of additional time worked = 4.52 hours. Rounding to the nearest quarter hour, the employee received 4.50 hours of personal leave adjustment credit.)

Employees must charge accruals on the basis of the total number of hours the employee is scheduled to work on a given day beginning with the first day following the pay period in which the employee is first credited with additional vacation and sick leave credits under this Program (see Vacation and Sick Leave (3) above.)

Personal leave adjustment credits accrued as a result of additional time worked will be kept in a separate leave category called "Personal Leave Adjustment."

An employee will have 12 months from the personal leave adjustment date to use personal leave adjustment credits. Unused leave will lapse at close of business on the day prior to the personal leave adjustment date.

6 If the payroll percentage of an eligible employee changes (i.e., 50% to 75%, 50% to 100%, etc.) the employee's unused regular personal leave balance will be converted to days based on the new percentage. Personal leave adjustment time will not be carried forward.

Additional Issues

Agencies or facilities may develop procedures in local labor/management regarding access during the 60-day recording period, in cases of special need for leave, to vacation, sick leave and personal leave adjustment credits earned but not yet recorded.

ASU CONTRACT CHANGES

ARTICLE 44
Seniority

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

§44.2 No Change
§44.3 No Change
§44.4 No Change
§44.5 No Change

APPENDIX I
CLERICAL AND SECRETARIAL EMPLOYEES
ADVANCEMENT PROGRAM (CSEAP)
MEMORANDUM OF INTENT
Delete Entire Appendix from Contract

ISU CONTRACT CHANGES

ARTICLE 49
Uniforms

§49.1 Uniform Maintenance Allowance
(a) The State will recommend to the Legislature that each employee in the following titles shall be provided an annual maintenance allowance of ~~\$40~~ **\$48** if a part-time employee and ~~\$60~~ **\$68** if a full-time employee: Food Service Titles, Mental ~~Hygiene~~ **Health** Therapy Aides, Hospital Attendants, Hospital Clinical Assistants, Licensed Practical Nurses, Youth Division Aide, Cadet Leaders 1-3, Wilderness Challenge Aides and **Medical Office Assistant**.

(b) Provided, however, that the employees who receive a regular uniform service or are not required to wear uniforms shall not be eligible for this

allowance.

§49.2 Work Related Clothing Allowance
(a) The State will recommend to the Legislature that each employee in the following titles receive ~~\$30~~ **\$38** in each year of the Agreement to provide work related clothing: Farmers, Farm Hand, Industrial Training Supervisors, Housekeeper, Lab Worker, Lab Technicians, Lab Aide, Lab Helper, Lab Caretaker, Barber, Beautician, Dental Hygienists and Dental Assistants.

(b) Provided, however, employees who receive work related clothing shall not be eligible for this allowance.

OSU CONTRACT CHANGES

ARTICLE 10

Attendance and Leave

(Except as Noted in Non-Unit Changes, Article Remains Unchanged)

§10.12 Tardiness Emergency Duties
An appointing authority ~~may~~ **shall** excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer ambulance squad members, volunteer firefighters and enrolled civil defense volunteers. In such cases, the appointing authority may require the employee to submit satisfactory evidence that the lateness was due to such emergency duty.

ARTICLE 44

Definition of Seniority

§44.1 Seniority as used in Section 10.6 and Articles 27 and 50 shall mean length of continuous service* in:

- (a) Office Mental Health - Main Office, Regional Office or equivalent, or Institution;
- (b) Office of Mental Retardation and Developmental Disabilities - Main Office, Regional Office or equivalent, or Institution;
- (c) Department of Transportation - Main Office, Regional Office, Residency, Regional Equipment Management Shop or Sign Shop, Regional Special Crew;
- (d) State University System - Main Office or Campus;
- (e) Office of Children and Family Services - Institution, Camp or Main Office;
- (f) Office of Alcoholism and Substance Abuse Services - Main Office or Facility;
- (g) Correctional Services - Main Office or Institution;
- (h) Office of General Services - City;
- (i) Office of Parks, Recreation and Historic Preservation- Park Region or Main Office;
- (j) Health - Institution, Main Office or State Laboratory
- (k) Education - Main Office or State Schools;
- (l) Environmental Conservation - Main Office or Region;
- (m) All Other Departments - Main Office or City;
- (n) Division of State Police - Troop or Division Headquarters.

§44.2 In the event of a facility closure, an employee who exercises layoff rights, is employed by the same agency and is employed within the same title series shall, for purposes outlined in this Article, be given credit for their continuous service in the closed entity.

*For the purposes of this definition, length of continuous service shall mean time employed continuously within the entity described above. Permanent, provisional, temporary and less than full-time (non-seasonal) prorated is considered service. **Approved leaves of absence (e.g., Military Leave, Maternity Leave, Child-Rearing Leave, Probationary Leave) shall constitute an interruption of service.**

ARTICLE 49

Work-Related Clothing

§49.1 (a) The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of funds ~~indicated in the amount of \$881,457 for each year of the 2003-2007 Agreement - \$750,000 in 1999-2000, \$778,086 in 2000-2001, \$808,185 in 2001-2002 and \$830,483 in 2002-2003~~, to be used for Operational Services Unit employees work-related clothing.

§49.2 Tools

(a) Official department and agency practices regarding the furnishing of tools in existence on the effective date of the Agreement shall remain in effect for the term of the Agreement.

(b) The State shall appropriate funds in the amount ~~indicated - in of \$21,814 for each year of the 2003-2007 Agreement: \$10,000 in 1999-2000, \$13,370 in 2000-2001, \$17,010 in 2001-2002 and \$20,775 in 2002-2003~~, to be administered by the State Comptroller, to be used to reimburse employees required to provide personal tools used in the performance of his/her job for loss due to fire or theft at the employer's premises, up to a maximum of \$2,000 subject to the following conditions:

(c) Employees required by the State to provide a personal tool inventory for use in the performance of their jobs shall receive an annual allowance of ~~\$150~~ **\$175** in each year of the Agreement. Such allowance will be paid during June of each year of the Agreement. Only employees in the State's employ at the time of payment are eligible for the allowance.

ARTICLE 51

Winter Maintenance Department of Transportation

(c) **Work Location and** Shift Assignments

- (1) Where shifts are established and regional special crew, residency special crew and non-special crew personnel are integrated for the primary purpose of snow and ice control, assignments to shifts shall be made from among those employees subject to the provisions of Article 50. Regional special crew

personnel so integrated shall have only their regional special crew seniority credited for purposes of shift assignment. Residency special crew personnel so integrated shall have their residency/sub-residency seniority credited for purposes of shift assignment.

Special crew personnel not primarily assigned to snow and ice control, if shifted, shall be assigned to shifts subject to the provisions of Article 50.

For shift assignment, seniority shall mean length of continuous service in the Regional DOT Transportation Maintenance Division.

(2) Special crew seniority applies to shift assignment. Special crew personnel who are integrated for the primary purpose of snow and ice control will not displace transportation maintenance residency personnel from their work location.

(3) For work locations operating only for the Winter Maintenance Season, transportation maintenance residency personnel and special crew personnel shall have their seniority integrated for work location and shift assignment.

~~(4)~~ (4) Employees assigned to winter maintenance shifts which require them to change their normal working hours to a shift, any part of which falls between the hours of 6:00 p.m. and 6:00 a.m. on a regularly scheduled basis, shall receive ~~\$300~~ **\$375** for each year of the Agreement winter maintenance seasons. Employees eligible to receive the foregoing payment shall not receive inconvenience pay during the period of their winter maintenance shift. Payment will be made during December of the respective season.

(5) An employee shall receive a two-week notice of shift change at the beginning and the end of the Winter Maintenance Season.

(d) Call-Out Response Plan

(1) In recognition of the necessity for employees of the Highway Maintenance Division engaged in winter maintenance activities to be responsive to unscheduled call-outs, and to ensure an acceptable level of service, the following call-out response plan will be in operation:

(a) In instances where an individual is called out ten or more times during the season and:

Responds To:	Receives:
75% calls	\$200
85% calls	\$200 \$250
95% calls	\$300 \$400

DMNA Contract Changes

ARTICLE 7

Compensation

§7.19 Pre-Shift Briefings

Airbase Security Guards are required to assemble for briefing for fifteen minutes prior to the commencement of their tours of duty. In recognition of the above, each employee shall be paid at the rate of ~~\$20~~ **\$30** per week in addition to base pay, ~~effective April 1, 1991~~. Such payment shall be in lieu of all other payments in compensation for that time worked.

ARTICLE 10

Attendance and Leave

§10.8 Medical Certificates

(a) Medical certificates submitted by an employee are (1) confidential, (2) must be received by the immediate supervisor, (3) the information shall not be released to any unauthorized person.

Recognizing that there may be occasions when an employee desires that the content of a medical certificate be kept strictly confidential, the Division shall designate one person in a particular department or facility to receive the medical information and transmit the authorization for use of sick leave credits and/or anticipated date of return to duty back to the employee's immediate supervisor.

This procedure will not be routinely used by employees except in instances where extreme confidentiality concerns exist. Where the department/facility head determines that this privilege is being abused by an individual employee, the privilege may be discontinued for that employee at the Division's discretion.

(b) A doctor's certificate will not be routinely required for absences of three (3) days or less due to illness. When the Division determines that the employee shall be required to provide medical documentation solely as a result of review of the employee's attendance record, such requirement shall follow counseling, written notice to the employee, and shall commence subsequent to such notice.

The requirement placed on the employee shall be of reasonable duration, and the employee shall be advised of that duration when notified of the requirement.

ARTICLE 19

Distribution of Overtime, Recall Pay, Scheduling Shift Changes, Standby On-Call Rosters and Overtime Meal Allowance

§19.1 Distribution of Overtime

(f) If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, he/she shall be rescheduled for overtime work the next time overtime work is required, in accordance with paragraph ~~22 19.1~~ (a) above.

(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) Nothing in paragraphs ~~22 19.1~~ (a), ~~22 19.1~~ (b) and ~~22 19.1~~ (c) above shall prevent the establishment of mutually agreed to local arrangements regarding the method by which overtime is offered to employees.

§19.2 Recall Pay

An employee who is recalled to work unscheduled overtime after having completed his/her scheduled work period and left his/her scheduled work station shall be guaranteed a minimum of one-half day's overtime compensation.

§19.3 Shift Changes

Delete current (a), (b) and (c) and replace with:

(a) Regularly scheduled days off shall not be changed for the purpose of avoiding the payment of overtime. There shall be no rescheduling of days off or tours of duty to avoid the payment of overtime compensation except in a specific case, upon one week's notice, and when necessary to provide for the continuation of Division services.

(b) 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 Division shall inform CSEA of such contemplated change and provide CSEA with an adequate opportunity to review the impact of such change with the Division at the appropriate level.

(b) Less than full-time employees whose regularly scheduled workday exceeds eight hours will also be eligible for a meal allowance if they work, consecutively, their regular schedule plus at least three (3) hours, as contained in §19.4 ~~2~~.

ARTICLE 24

Out-of-Title Work

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

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

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

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

(d) If such opinion is in the affirmative, the Director of the Governor's Office of Employee Relations or the Director's designee shall direct the Division forthwith to discontinue such assignment.

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

certified mailing of the grievance to the Division, or date filed with the facility or unit head or designee, whichever is later.

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

(e) If such substantially different duties were assigned by proper authority during the continuance of a temporary emergency situation, the Director of the Governor's Office of Employee Relations or the Director's designee shall dismiss the grievance.

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

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

ARTICLE 28

Posting and Job Vacancies

§28.1 ~~(e)~~ The Division shall establish and maintain procedures for distributing or posting announcements of permanent and temporary vacancies at least 15 calendar days prior to the date they are to be filled. Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for appointment, and the number and work location of the vacancies. A copy of all announcements for permanent or temporary vacancies issued by the Division shall be forwarded to the CSEA Division Local Presidents and CSEA Headquarters.

§28.2 ~~(b)~~ When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice thereof with the Division provided, however, that such notice must be filed within 15 calendar days following the announcement of the vacancy.

§28.3 ~~(e)~~ An employee in this Unit who wishes to be considered for a job vacancy announced in accordance with provisions of this section may apply for such vacancy within 15 calendar days following the announcement. An employee shall include in such application their date of initial appointment to Division service which, for purposes of this Article, shall serve as their seniority date. Employees who apply and meet the minimum qualifications required for appointment shall be interviewed. Employees who are interviewed but not selected shall be notified in writing as soon as possible. In addition, upon request, such employee shall be entitled to a meeting to discuss the reasons for non-selection. In considering employees for reassignment to a job vacancy as provided for herein, seniority shall be a factor where there is no distinction between employees with respect to factors relevant to the ability of the employees to perform the required duties and responsibilities satisfactorily.

~~§28.2~~ §28.4 Grievances alleging violation of this Article may be processed through the grievance procedure only to the Governor's Office of Employee Relations and shall not be arbitrable.

§28.5 The Division shall establish and maintain procedures for notifying appropriate CSEA Division Local Presidents that appointments have been made to positions for which announcements of vacancies have been distributed or posted as prescribed herein.

§28.6 The Division shall be responsible for establishing and maintaining procedures to insure that Civil Service examination announcements are distributed or posted so that qualified employees have a reasonable opportunity to learn of pending examinations.

ARTICLE 32

Workday/Workweek

§32. (b) In the case of shift operations, subject to the operating needs of the Division, normal starting times of shifts shall commence between the following hours: day shift - 6:00 a.m. to 8:00 a.m.; evening shift - 2:00 p.m. to 4:00 p.m.; night shift - 10:00 p.m. to 12:00 midnight.

(1) A temporary deviation in the established shift starting time, of four (4) hours or less to meet an operating need of the Division, shall not constitute a shift change as specified in Article ~~22 19.3~~, **Overtime, Recall and Scheduling Shift Changes.**

(2) Permanent changes to established shift starting times including movement within the time frames established in (b) above, may be made by the Division, with the approval of the employee(s). Failing such approval the Division shall consult with CSEA prior to the change. **Employees affected by the change, except in emergencies, shall be provided with a minimum of 30 days written notice prior to the effective date of the change.**

(3) Subject to the operating needs of the Division, the normal workweek of full-time employees assigned to shifts shall consist of five consecutive working days followed by two consecutive days off.

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

**ARTICLE 38
(NEW) Civil Service Law Section 72 Hearings**

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

**ARTICLE 39
(New) Uniform Maintenance Allowance**

(a) The Division shall provide a uniform complement described below to each Air Base Security Guard, Air Base Security Guard Investigator and Senior Air Base Security Guard.

3 Shirts	Gun Belt
3 Pants	Holster
1 Jacket	Ammo Pouch
1 Pair Boots	Handcuffs (w/case)
2 Hats	Winter Coat
1 Pair Gloves	Rain Coat
1 Pants Belt	NYS Patches
1 Name Tag	

(b) The Division shall provide a uniform complement pursuant to NGR 5-1/ANGI 63-101.

(c) Each employee shall be provided an annual maintenance allowance of \$52, provided however that the employees who receive a regular uniform service shall not be eligible for this allowance.

(d) If the employee's uniform and/or issued equipment is damaged, destroyed or lost, the Division will pay the cost of such replacement or repair, as soon as practicable, provided the employee was not negligent in the damage, destruction or loss.

**ARTICLE 40
(New) Reimbursement for Property Damage**

(a) 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.

(b) The Employer agrees to provide for payments of up to that amount stated in Section 115, Subparagraph 3 of the State Finance Law out of local funds at the institution level as provided by subdivision 12 of Section 8 of the State Finance Law.

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

(d) The State shall appropriate an amount not to exceed \$25,000 for each year of this Agreement to be administered by the Comptroller, to reimburse employees for personal property damage or destruction not covered by the provisions of subdivision 12 of Section 8 of the State Finance Law, subject to the following:

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

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

(g) Disputes regarding final disposition of claims pursued under this provision shall not be arbitrable. The employee's recourse shall be the Court of Claims.

SIDE LETTERS:

**Article 7
Special Assignment to Duty Pay
(Text of Side Letter)**

This will confirm the understanding reached in the 2003-07 State/CSEA Agreement regarding the pilot project on Special Assignment to Duty Pay.

The pilot project will sunset on April 1, 2007 unless continued by mutual agreement of the parties.

State agencies administer comprehensive Employee Safety and Health

Programs to assure to the best of their ability, the safety and health of all New York State employees. Risk assessment and reduction are key elements of these programs, and have proven historically successful in minimizing employee injuries. However, there are certain assignments and/or locations, which present inherent vulnerability to employees that are unavoidable, despite the best efforts of State agencies to eliminate or minimize the risk associated with such assignments/locations. During the initial analysis it was determined that principal among these is proximity to live vehicular traffic on highway rights-of-way. To compensate for this unavoidable fact, agencies that have these concerns in delivery of their core missions will be provided compensation that will recognize these inherent occupation-related exposures.

Duty Assignments

Highway Rights-of-Way are intended to include all Interstate Routes within NYS, all NYS highway routes, and all NYS parkway systems. At this time, the following assignments constitute an exposure to inherent danger by virtue of unavoidable proximity to vehicular traffic within the highway Rights-of-Way (ROW). The list is not intended to be all-inclusive or exclusive:

Highway infrastructure (roads/bridges) maintenance, repair and replacement, pavement marking, tree pruning and removal, traffic signal and sign installation and repair, roadside mowing, and debris cleanup.
Truck inspection.
Motorist assistance (i.e., H.E.L.P. Teams).

Assignments that exclusively require operation of a motor vehicle (driving) are not eligible for Special Pay unless it is integral to assignments described above that are conducted within the highway ROW.

Benefit

Employees who routinely work in the duty assignments outlined above at least 50% or more of time actually worked in a calendar year are eligible for an annual lump sum payment of \$500. Such payment will be made in the last pay period in the Fiscal Year beginning with Fiscal Year 2004-2005 following the calendar year in which the assignment was performed. Assignment to such duties is the sole prerogative of management in accordance with present policies and procedures.

If during the eligibility period an employee is formally disciplined for violations of safety rules or policies, or for conduct relating to an unsafe act, or who fails to meet expectations regarding a safety-related standard as part of the routine performance evaluation program, this benefit will not be paid. The benefit is not grievable.

For purposes of this section, an employee is deemed to have been formally disciplined for the specified reasons if any of the following conditions occurred: a Notice of Discipline was settled within 12 months of the date of payment, or the employee has been found guilty of the Notice of Discipline within 12 months of the date of payment. It does not include Notices of Discipline regarding anything other than the subject matter specified above, nor any dismissed by an arbitrator or withdrawn by the appointing authority. In addition, unsatisfactory performance ratings, which are reversed on appeal, will require the payment of the benefit.

Qualifying Process

At the conclusion of the calendar year management will produce documentation to support which employees are not qualified for this benefit. For program areas with the capability, a report will be produced of non-qualifying functions and hours expended on the non-qualifying activities. For program areas without this capability a more generalized report listing the individuals not qualified for the benefit and the reasons wherefore will be produced. Employees determined by management not qualified for this benefit, based upon this review, will be notified in writing by management, within 45 days. These employees may have access to background data supporting the report and will be afforded the opportunity to challenge the assessment. Any relevant information submitted by a challenging employee will be considered by management and a final determination will be made within 45 days. The qualifying process and any subsequent review is not grievable.

**RE: Article 7
Special Assignment to Duty Labor/Management Committee
(Text of Side Letter)**

In addition to the provisions of the side-letter agreement providing Special Assignment to Duty Pay for eligible unit employees we agree to the following:

During the term of the Agreement, the State and CSEA will establish a Joint Labor Management Committee to review additional activities that may constitute Special Assignments to Duty, which would be eligible for payments. You have mentioned asbestos removal, and related activities, pesticide application, certain patient/client activities and working heights as issues for review and it is our intent to do so however, the decision to include any additional activities will be the responsibility of management with consultation with the union. The final determination will not be subject to the grievance process.

**RE: Long-Term Seasonal Employees
Office of Parks, Recreation and Historic Preservation
Department of Environmental Conservation**

(Text of Side Letter)

Long-Term Seasonal Employees are an important component of New York

State's workforce. The Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation have the largest number of such employees. The following benefits will be extended to the long-term seasonal employees within the Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation.

Effective upon ratification of this Agreement salary protection is guaranteed for an employee with two consecutive years of service if subsequently appointed to an annual-salaried position or another seasonal position. An employee would meet the two consecutive years of service requirement if he or she has had at least 1500 hours in pay status during each of the previous two years. Such a guarantee provides that no seasonal employee shall be paid less than the annualized earnings (excluding overtime) for the calendar year immediately preceding the appointment to the annual-salaried position or another seasonal position. However, such salary protection shall not enable a seasonal employee to receive a salary above the job rate of the annual-salaried position to which he or she is being appointed.

-2-

Effective upon ratification of this Agreement a lump sum award of \$500 will be payable in the first pay period of fiscal year 2004-2005, fiscal year 2005-2006, and fiscal year 2006-2007 to an employee who has had at least 1500 hours in pay status in seasonal positions during each of the previous five years.

**RE: Committee on Seasonals
(Text of Side Letter)**

The State of New York and CSEA will establish a Committee to review the current State practice of employing seasonal employees. The Committee will include representatives from the Governor's Office of Employee Relations, the New York State Department of Civil Service, the Civil Service Employees Association, the Division of the Budget and agencies that employ seasonal employees, including, but not limited to: the Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation. The Committee will thoroughly examine the nature of the appointments and the related employment issues and report back to the parties before the expiration of the 2003-07 Agreement with recommendations for either contractual, regulatory or statutory actions if and where applicable.

**RE: Article 27
Compensatory Time for Overtime Worked
(Text of Side Letter)**

This letter represents the mutual understandings which were reached by the parties during negotiations of the 2003-07 collective bargaining agreement concerning a three-year pilot program allowing certain employees in the CSEA bargaining units to opt to earn compensatory time off in lieu of overtime pay for hours worked over 40 in a week.

The program is limited to all CSEA unit employees in overtime eligible positions in salary grades 22 and below.
Eligible employees may opt to participate in this program each year, for a one-year period during each of the three years of the pilot. (Employees need not participate in all years).
Enrollment forms will be developed to facilitate employee option into the program.
Once an employee opts into the program, every hour of overtime worked by such employee will earn that employee 1.5 hours of compensatory time off to be called Over40 CompTime.
For the purposes of this program, hours in excess of 40 hours in a week will qualify for Over40 CompTime. For fire fighters in the Division of Military and Naval Affairs, hours in excess of 106 hours in a bi-weekly pay period will qualify for Over40 CompTime.
Employees on a 37 _ hour workweek will still earn compensatory time pursuant to current practice for hours between 37 _ and 40. However, only those hours worked in excess of 40 will be credited into this pilot program.
Over40 CompTime can be accumulated to a maximum of 120 hours in a bank separate from the compensatory time bank which reflects time earned for hours worked between 37 _ and 40 hours. Over40 CompTime carried in the bank do not expire.
The current rules and Agency policies governing use of compensatory time earned for hours worked between 37 _ and 40 will apply for Over40 CompTime in this pilot program.
Similarly all rules and policies that cover the treatment of compensatory time earned for hours worked between 37 _ and 40 hours when an employee is transferred, separated from service or at retirement shall apply for Over40 CompTime in this pilot program.
At the time the employee is eligible to liquidate the entire bank of such accrued time, the cash-out value of any Over40 CompTime accrued shall be at the rate of pay earned at the time of liquidation but in no event shall it be less than FLSA requirements.
If an employee reaches the 120 hour maximum Over40 CompTime accumulation, any hour of overtime after 40 hours shall be paid at the overtime rate and additional Over40 CompTime will not be earned in lieu of overtime pay until the 120 hour maximum is reduced.
The term of this pilot shall be approximately three years, however in no event shall it continue beyond April 1, 2007,

unless both parties agree to extend it.
After 18 months the parties shall meet to review and discuss the
program to resolve any issues that may arise.
This agreement nullifies and takes precedence over any local
agreements that may exist regarding this issue.

Contract ballot schedule

April 2 (Friday) — Ballots mailed

**April 12 (Monday) — Replacement ballots available by calling
(800) 342-4146, ext. 1279 or (518) 257-1279**

April 26 (Monday) — Deadline to return ballots 5 p.m.

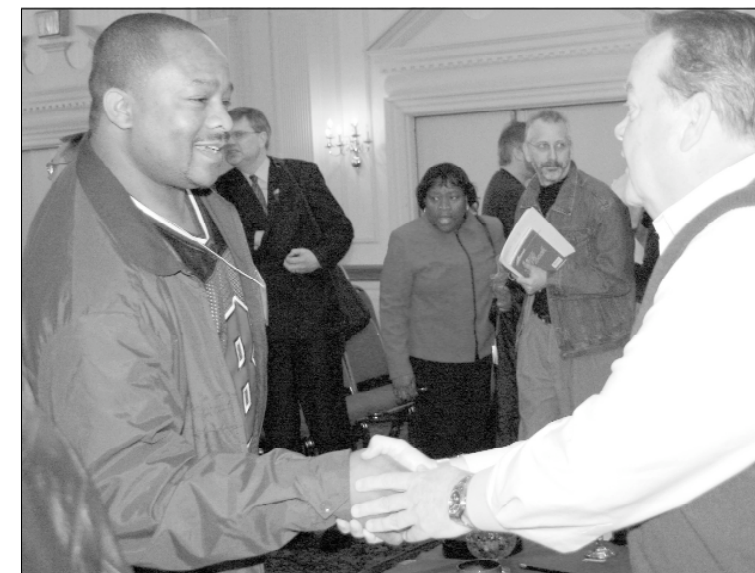
April 27 (Tuesday) — Ballots counted, results announced



Above, CSEA President Danny Donohue answers a question during a press conference at CSEA headquarters ...

... and takes another question from the media, above right.

Left, a CSEA executive branch local president thanks Danny Donohue and the negotiating team for their work on the contract.

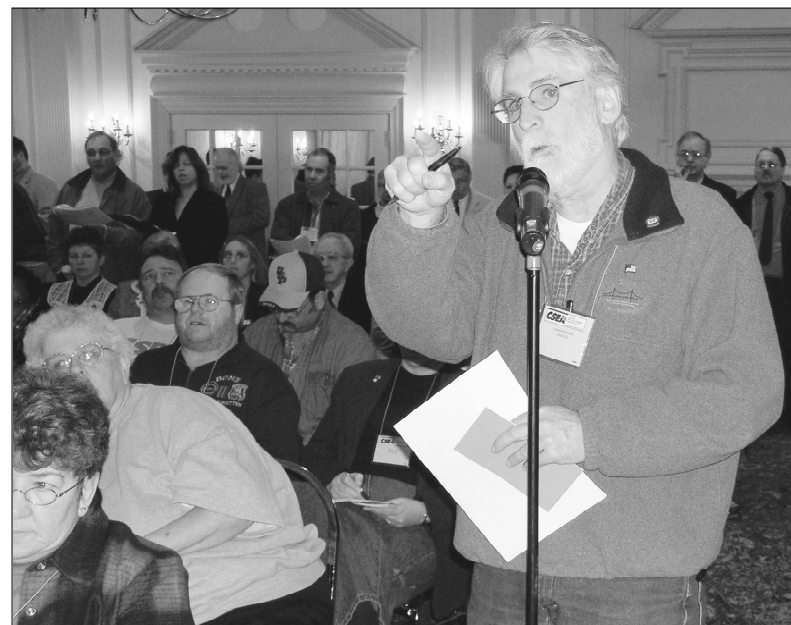


A welcome reception

Tentative agreement received favorably



Above, CSEA Executive Branch local presidents give the state contract negotiating team a standing ovation following a presentation on the contract. Below, SUNY New Paltz Local President Len Beaulieu asks a question during the local presidents briefing on the tentative agreement.



"We're now allowed to accrue up to 200 days of sick leave which can also be used towards your retirement in addition to your health insurance costs. It gives you more service credit which will mean more money when you retire."

Helen Fishedick, Developmental Assistant 2, Capital District DDSO, 36-year member, second contract negotiations



"The new Workers' Compensation benefit allows members who earn more than the statutory benefit, which is \$400 a week, to increase their payments when they're out on comp. The state is willing to pay up to 60% of their salary, which would be an additional amount of money beyond the \$400."

Lori Nillson, 25-year CSEA member, Developmental Assistant 2, Central New York DDSO, third contract negotiations



"I think the big thing is we got the state to realize that we need to cover seasonals and we came up with a committee comprised of CSEA, civil service, budget and GOER. And we're going to look at the issues and try to identify where seasonals are having problems and how we should take care of them. For years we've been taking baby steps. Now we've taken a great step and hopefully, next contract we'll be able to cover you fully."

Paul D'Aleo, 26-year member, Carpenter, Long Island State Parks, second contract negotiations



"There's an \$8 dollar increase in work related clothing per year. It represents a benefit to the members that we've been trying to fight for in the last three contracts and have not been able to increase. For a lot of our members, who work in less than clean situations, this helps defray the cost of clothing that they have to buy. It's extra money. And that's what this whole contract is about — trying to put more money in peoples pockets."

Tom Warzel, Plant Utility Engineer, SUNY Buffalo, 33-year member, fifth contract negotiation

2003-2007 Civil Service Employees Association and New York State Tentative Agreement Highlights

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 7 – Across the Board Increases	NONE	<ul style="list-style-type: none"> \$800 bonus upon ratification (pensionable) 2.50% in April 2004 2.75 % in April 2005 3.0% in April 2006 <p style="text-align: center;">and</p> <p>\$800 increase ON BASE SALARY on 3/31/07 (4th Year Total – 5.5% increase on average CSEA salary.</p>
Article 7 – Downstate Adjustment and Mid-Hudson Adjustment	<ul style="list-style-type: none"> Downstate Adjustment \$1,200 <ul style="list-style-type: none"> Mid-Hudson Adjustment NONE 	<ul style="list-style-type: none"> Downstate Adjustment 4/1/04 - \$1,230 4/1/05 - \$1,264 4/1/06 - \$1,302 <ul style="list-style-type: none"> Mid-Hudson Adjustment Mid-Hudson Adjustment for Dutchess, Putnam and Orange Counties ATB rate increase applied 4/1/04 - \$615 4/1/05 - \$632 4/1/06 - \$651
Article 7 – Hazardous Duty	\$0.50 per hour	Increased to \$0.60/hour
Article 7 – Inconvenience Pay	\$500 a year	Increase to \$550 a year
Article 7 – Holiday pay	<ul style="list-style-type: none"> Thanksgiving and Christmas – earn holiday pay at the rate of time and one half, and compensatory time at straight time. Holiday recall is only available during the first 7.5 or 8 hours of a designated holiday shift, even if alternative work schedule. 	<ul style="list-style-type: none"> Thanksgiving and Christmas – earn holiday pay and compensatory time at the rate of time and one half. Holiday recall is available beyond 7.5 or 8 hours of a designated holiday shift for an employee whose regular shift is more than 7.5 or 8 hours. For example, a 10-hour employee gets recalled on a workday holiday beyond the holiday portion of his shift (9th hour), he/she now eligible for holiday recall.
Article 23 – Overtime Meal Allowance	<ul style="list-style-type: none"> \$5.00 per meal Contiguous either prior to the start of employee shift or at the conclusion of employee shift 	<ul style="list-style-type: none"> \$5.50 per meal No longer necessary to be contiguous Less than full-time are eligible when they meet the same criteria as a full-time employee.
Special Assignment to Duty Pay (Side Letter)	NONE	<p>Side Letter:</p> <ul style="list-style-type: none"> Certain employees whose jobs require them to work on highway Rights-of-Way (ROW) will be provided additional compensation. <p>Duty Assignments – Assignments that are within the highway ROW include:</p> <ul style="list-style-type: none"> Highway infrastructure maintenance (roads/bridges) Repair and replacement Pavement marking Tree pruning and removal Traffic signal Sign installation and repair Roadside mowing Debris cleanup Truck inspection Motorist assistance (H.E.L.P.) <p>Benefit – Employees who work 50% or more under such conditions in a calendar year will receive a lump sum payment of \$500.</p> <p>Qualifying Process – Management has 45 days from end of calendar year to notify employees who are not qualified for such payment. Employees may appeal and management has 45 days to make a final determination.</p> <p>Pilot – Upon ratification this benefit will begin as a pilot project and will end on March 31, 2007 unless union and management agree to extend it.</p> <p>Committee – Joint Labor Management Committee to review additional activities that may constitute a special assignment to duty</p>

Health Insurance Benefit Changes

Empire Plan Hospital/Medical Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.2(a) Hospital Outpatient Services	\$25 copayment per outpatient visit. The hospital outpatient copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, pre-admission testing/pre-surgical testing prior to an inpatient admission and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, hemodialysis.	Effective 1/1/05 \$30 copayment per outpatient visit. The hospital outpatient copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, pre-admission testing/pre-surgical testing prior to an inpatient admission and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, hemodialysis.
Article 9.2(a) Emergency Room Services	\$35 copayment for emergency room services. Emergency room copayment will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting.	Effective 1/01/05 \$50 copayment for emergency room services. Emergency room copayment will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting.
Article 9.2 Hospital Extension Clinics (New)	Facility charges at hospital extension clinics currently excluded from coverage.	Effective January 1, 2005 coverage will include charges for services provided in a remote location of the hospital, including hospital owned and operated on-site and off-site extension clinics. Applicable copayments will apply as follows: <ul style="list-style-type: none"> Emergency care provided in the emergency room or an extension clinic of the hospital will be subject to the \$50 Emergency Room copayment. Outpatient services provided in the outpatient department of a hospital or an extension clinic of the hospital will be subject to the \$30 Outpatient Hospital copayment.
Article 9.3 (a) Office Visit	\$10 copayment per covered individual. Office visit charges by participating providers for well childcare, including routine pediatric immunizations, will be excluded from office visit copays.	Effective 1/01/05 all covered charges provided by participating providers during a visit will be subject to a \$12 copayment per covered individual. Office visit charges by participating providers for well childcare, including routine pediatric immunizations, will be excluded from office visit copays.

Empire Plan Hospital/Medical Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.3 (c) Outpatient Surgery	All covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a \$10 copayment .	Effective 1/1/05 all covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a \$12 copayment .
Article 9.3 (e) Diagnostic/Laboratory Services	All covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a \$10 copayment per covered individual.	Effective 1/01/05 all covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a \$12 copayment per covered individual.
Article 9.3(f) Outpatient Radiology Services	All covered outpatient radiology services performed by a participating provider during a visit will be subject to a \$10 copayment per covered individual.	Effective 1/01/05 all covered outpatient radiology services performed by a participating provider during a visit will be subject to a \$12 copayment per covered individual.

Empire Plan Enhancements — Basic Medical Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.4(a) Basic Medical Deductible	The basic medical component deductible shall equal \$185 per enrollee; \$185 per covered spouse or domestic partner; and \$185 for one or all dependent children.	Effective 1/1/05 , the basic medical component shall equal \$225 per enrollee; \$225 per covered spouse or domestic partner; and \$225 for one or all dependent children.
Article 9.4(b) Maximum Out-Of-Pocket Expense	The maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall remain \$776 per individual or family in any one year.	Effective 1/1/05 , The maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall equal \$900 per individual or family in any one year.
Article 9.4(b) Maximum Out-Of-Pocket Expense	For enrollees earning \$24,657 or less in base annual salary on April 1, 2002 , the \$776 maximum shall continue to be reduced to a maximum of \$500 in coinsurance per year. Enrollee must be head of household and sole wage earner in a family.	Effective 1/1/05 for Employees in a Title Salary Grade 6 or Below or an Employee Equated to a Position Salary Grade 6 or Below on January 1, 2005 , the \$900 Maximum Coinsurance Out-of-pocket Expense Shall Be Reduced to a Maximum of \$500 in Coinsurance Per Year. (No Sole Wage Earner Requirement and Automatic Enrollment)

2003-2007 Tentative Agreement Highlights

Empire Plan Enhancements

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.4(d) Lyme Disease Vaccine Study	The JCHB shall work with the State to explore the addition of Lyme Vaccine to the list of injectable adult immunizations based on the State's workplace pilot project and the long-term effectiveness of the vaccine.	Delete Language
Article 9.4(h) Hearing Aids	Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit and shall be reimbursed up to a maximum \$1,200 once every four years . For children 12 and under the same benefit can be available after 24 months.	Effective 1/1/05 • \$1,200 Per Hearing Aid, Per Ear, Once Every 4 Years • Children 12 and Under, Once Every 2 Years. Effective 1/1/06 • \$1,500 Per Hearing Aid, Per Ear, Once Every 4 Years • Children 12 and Under, Once Every 2 Years.
Article 9.4(f) Mastectomy Prosthetics	Covered under Basic Medical.	Effective January 1, 2005 Mastectomy prosthetic(s) 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 prosthetic(s) in a calendar year. • Pre-certification through the Home Care Advocacy Program is required for any single external prosthetic costing \$1,000 or more. If a less expensive prosthetic can meet the individual's functional needs, benefits will be available for the most cost-effective alternative.
Article 9.2(c) Centers of Excellence Program (New) Cancer Research Program	Centers of Excellence Program currently include Transplants and Infertility.	Effective January 1, 2005 or as soon as practicable thereafter , the Empire Plan Centers of Excellence Program will be expanded to include Cancer Resource Services. The Cancer resource Program will provide: - Direct telephonic nurse consultations; - Information and assistance in locating appropriate care centers; - Connection with cancer experts at Cancer Resource Services network facilities - A modest travel allowance; and - Paid-in-full reimbursement for all services provided at a Cancer Resource Service network facility when the care is pre-certified.
Article 9.5 Substance Abuse Lifetime Maximum	The Lifetime maximum for substance abuse care including alcoholism, under the non-network coverage is \$100,000 for you, the enrollee and \$100,000 for each of your covered dependents.	Effective 1/1/04 – Retroactive The Lifetime maximum for substance abuse care including alcoholism, under the non-network coverage is \$250,000 for you, the enrollee and \$250,000 for each of your covered dependents.
Article 9.6 Non-Medically Necessary Hospital Days	\$100 Copayment for Each Day That Hospitalization Is Deemed Non-Medically Necessary.	Effective 1/1/05 Any Hospital Day Deemed Non-Medically Necessary Will Not Be Covered Under the Empire Plan. Enrollee Has the Right to Appeal Through Hospital Carrier and Regulatory Agency.
Article 9.9(c) Infertility Coverage	Lifetime coverage limit per individual of \$25,000	Effective January 1, 2005 , the lifetime coverage limit per individual will be increased to \$50,000 .
Article 9.11 Disease Management	Current Empire Plan Disease Management Programs include Cardiovascular Risk Reduction, Migraine Management, Asthma and Diabetes.	As soon as practicable, the Empire Plan Disease Management component shall be expanded to include two (2) additional programs. If time permits, a third Disease Management Program will be added.

Empire Plan Prescription Drug Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.14(b) Prescription Drug Retail or Mail Order – 30 day supply	• \$5 copayment for generic drugs • \$15 copayment for brand name drugs with no generic equivalent. • Up to 90-day supply with one copayment • Mandatory generic	Effective January 1, 2005, a third level of prescription drugs and prescription copayments will be created to differentiate between brand name and non-preferred brand-name drugs. The copayment for prescription drugs purchased at retail pharmacy for a 30-day supply will be: Generic – \$5 Preferred Brand – \$15 Non-Preferred Brand – \$30 Mandatory generic

Empire Plan Prescription Drug changes cont'd.

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.14(b) Prescription Drug Retail – 31 to 90 day	• Up to 90-day supply with one copayment • Mandatory generic	Effective January 1, 2005 , the copayment for prescription drugs purchased at retail pharmacy for a 31 to 90 -day supply will be: Generic – \$10 Preferred Brand – \$30 Non-Preferred Brand – \$60 Mandatory generic
Article 9.14(b) Prescription Drug Mail Order – 31 to 90 day supply	• Up to 90-day supply with one copayment • Mandatory generic	Effective January 1, 2005 , the copayment for prescription drugs purchased at the mail service pharmacy for a 31 to 90 -day supply will be: Generic – \$5 Preferred Brand – \$20 Non-Preferred Brand – \$55 Mandatory generic

Eligibility Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.18 Domestic Partner Coverage	Domestic partner must have been in the partnership for at least one year and there will be a two-year waiting period from the termination date of your previous partner's coverage before an employee may again enroll a domestic partner.	Effective January 1, 2005 , the employee and the domestic partner must have been in the partnership for at least six (6) months and there will be a one-year waiting period from the termination date of your previous partner's coverage before an employee may again enroll a domestic partner.

Empire Plan Enhancements

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Prosthetics and Orthotics	Covered Under Basic Medical Component Subject to Deductible and Coinsurance.	Effective 1/1/05 • Paid-in-full Benefits If Obtained Through an Approved Prosthetic/Orthotic Network Provider. • Basic Medical Benefits Apply If Not Obtained Through an Approved Prosthetic/Orthotic Network Provider
Discount Provider Network	None	Effective 1/1/05 Through 12/31/06 – Pilot - Empire Plan Enrollees Will Have Access to an Expanded Network of Providers Through An Additional Provider Network - Basic Medical Provisions Will Apply to the Providers in the Expanded Network Option - Payment Will Be Made by the Plan Directly to the Discount Providers. No Balance Billing of Discounted Rate Will Be Permitted.

JCHB Endeavors

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.26(d)(2) Empire Plan Consolidated Telephone Number	Empire Plan consolidated telephone number has been accomplished.	Delete language
Urgent Care Facilities	None	The JCHB will work with the State and medical carrier to develop an enhanced network of urgent care facilities.
Medical Flexible Spending Account Debit Card	None	The JCHB will work with the State to implement a direct debit vehicle to be utilized under the Medical flexible Spending Account.
Purchasing of Prescription Drugs	The JCHB will work with the State to study the feasibility of an inclusive statewide "carve-out" program for prescription drugs.	The Joint Committee on Health Benefits will work with the State to study the feasibility of purchasing prescription drugs through an alternate arrangement resulting in substantial savings to the program. The JCHB will work with the State on the redesign of this benefit.
Empire Plan Alternate Funding Arrangement	None	The JCHB will work with the State to study the feasibility of administering the Empire Plan through an alternate funding arrangement.
Two Person Premium	None	The Joint Committee on Health Benefits shall study the feasibility of a two-person premium.
Empire Plan Hospital Network	None	The Joint Committee on Health Benefits will work with the State and the Empire Plan hospital and medical carriers to explore the development of an Empire Plan Hospital Network, which shall include paid-in-full benefits for anesthesiology, radiology and pathology.

2003-2007 Tentative Agreement Highlights

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT																																																										
Article 10 - Productivity Enhancement Program	<ul style="list-style-type: none"> Health Option Program Every year eligible employees may choose to reduce their prospective SL accruals by 3 days per year in exchange for a \$300 credit to be used to reduce that year's health insurance premium deduction <p>Eligibility:</p> <ul style="list-style-type: none"> Annual salaried Earn SL credits Have SL balance of 15 or more days NYSHIP enrollee <p>Part-Time employees</p> <ul style="list-style-type: none"> Earn 3 fewer pro-rated days a year Receive a pro-rated portion of \$300 <p>When?</p> <ul style="list-style-type: none"> Election date 11/1/00 Effective 1/1/01 	<ul style="list-style-type: none"> Eligible employees may exchange previously accrued vacation credits and/or personal leave for a dollar credit to be applied toward the employee share of their health insurance premium. <p>Eligibility:</p> <ul style="list-style-type: none"> Below salary grade 18 or equated to a position below salary grade 18 Have vacation leave/personal leave balance of 8 days or more NYSHIP enrollee (Empire Plan or HMO) <p>Part-Time Employees</p> <ul style="list-style-type: none"> Exchange pro-rated days of vacation leave/personal leave for a pro-rated dollar credit <p>Phase 1 -</p> <ul style="list-style-type: none"> Enrollment May-June 2004 Exchange 1.5 days for 1 \$200 credit Applied toward NYSHIP premiums for 7/1/04 to 12/31/04 time period <p>Phase 2 -</p> <ul style="list-style-type: none"> Enrollment November 2004 Exchange 3 days for a \$400 credit Applied toward NYSHIP premiums for 1/1/05 to 12/31/05 time period <p>Phase 3 -</p> <ul style="list-style-type: none"> Enrollment November 2005 Exchange 3 days for a \$400 credit Applied toward NYSHIP premiums for 1/1/06 to 12/31/06 time period <p>Pilot Program</p> <ul style="list-style-type: none"> Expires 12/31/01 unless parties agree to extend If continued, \$300 increased by the across the board percentages 	Article 10 - Sick Leave Accumulation	<ul style="list-style-type: none"> Up to 165 days of sick leave credits could be used towards retirement service and up to 200 days of sick leave credits could be used to pay for health insurance in retirement. 	<ul style="list-style-type: none"> Up to a total of 200 days of sick leave credits can be used for both retirement service credit and to pay for health insurance in retirement. 	Article 10 - Sick Leave at Half-Pay	<ul style="list-style-type: none"> ISU, DMNA and OSU may serve a waiting period of up to 30 consecutive days ASU has a waiting period of 3 consecutive days 	<ul style="list-style-type: none"> No waiting period unless the employee was formally disciplined for leave abuse during the previous year. Employees who were formally disciplined may serve a waiting period of up to 10 days 	Appendix - Leave Donation Program	<ul style="list-style-type: none"> Donation allowed across agency lines to eligible family members and further discussion for enhanced cross-agency donation during term of agreement. 	<ul style="list-style-type: none"> Non-family members can donate across agency lines. Effective upon ratification and ends on March 31, 2007 unless the union and management agree to extend it. 	Educational Leave	NONE	<ul style="list-style-type: none"> Management can allow an employee whose position requires either a certification or a professional license (excluding a class D Drivers license) as a minimum qualification, up to 3 days of leave a year to attend program(s) required to maintain such certification or license. Leave not cumulative from year to year. No cash liquidation 	Compensatory Time for Overtime Program (Side Letter)	NONE	<ul style="list-style-type: none"> Side Letter: Allow certain employees to choose compensatory time in lieu of overtime pay for hours worked over 40 in a week. Earn 1.5 hours of compensatory time for every hour of overtime worked (Over 40 Comp Time). Accumulate to a maximum 120 hours Cash-out value is at the rate of pay earned at the time of liquidation <p>Eligibility:</p> <ul style="list-style-type: none"> Overtime eligible position salary grade 22 and below <p>Pilot Program:</p> <ul style="list-style-type: none"> 3 year pilot program effective upon ratification Choose to participate for a one year period at a time 	Article 10 - Maternity and Child Rearing Leave	<ul style="list-style-type: none"> Leave for seven months following the date of delivery/date the adoptive child is placed with the family/effective date of adoption 	<ul style="list-style-type: none"> Leave for seven months can be delayed if child is required to remain hospitalized after birth. If leave begins (you brought the child home) and the child is required to be hospitalized such leave can be suspended for a single continuous period. Entitlement to leave expires one year from date of birth of child, or in case of adoption one year from the date the leave originally commenced. 	Article 11 - Workers' Compensation Benefit	<p>Statutory Benefit</p> <p>If earn less than \$31,200:</p> <ul style="list-style-type: none"> 2/3 (66%) of gross salary up to a maximum of \$400/week <p>NONE</p> <p>NONE</p> <p>NONE</p>	<ul style="list-style-type: none"> SAME <p>Supplemental Payment</p> <p>If earn more than \$31,200:</p> <ul style="list-style-type: none"> 60% of gross salary (includes \$400 statutory benefit) Additional supplemental wage payment for nine months for employees whose disability is classified as "total" or "marked." <p>Modification to medical waiver form to protect the privacy of employees.</p> <p>Waiver of health insurance premium for employees who do not return after 12 month leave of absence due to State not scheduling a timely return to work medical examination.</p>	Article 29 - Family Benefits	<ul style="list-style-type: none"> The State will contribute between \$200-400 (on a sliding scale) to each employee's account, beginning in the second year of the contract. (The dollar amounts may be increased or decreased depending on the amount of negotiated funds remaining and the number of employees participating) <table border="1"> <thead> <tr> <th>Gross Salary</th> <th>Employer Contribution</th> <th>Gross Salary</th> <th>Employer Contribution</th> </tr> </thead> <tbody> <tr> <td>Up to \$35,000</td> <td>\$400</td> <td>Up to \$35,000</td> <td>\$600</td> </tr> <tr> <td>\$35,001 to 55,000</td> <td>\$300</td> <td>\$35,001 to 45,000</td> <td>\$500</td> </tr> <tr> <td>Over \$55,000</td> <td>\$200</td> <td>\$45,001 to 55,000</td> <td>\$400</td> </tr> <tr> <td></td> <td></td> <td>\$55,001 to 65,000</td> <td>\$300</td> </tr> <tr> <td></td> <td></td> <td>Over \$65,000</td> <td>\$200</td> </tr> </tbody> </table>	Gross Salary	Employer Contribution	Gross Salary	Employer Contribution	Up to \$35,000	\$400	Up to \$35,000	\$600	\$35,001 to 55,000	\$300	\$35,001 to 45,000	\$500	Over \$55,000	\$200	\$45,001 to 55,000	\$400			\$55,001 to 65,000	\$300			Over \$65,000	\$200	<ul style="list-style-type: none"> Amounts increased up to \$600 Increase of current amount of funding by 5% retroactive to 4/1/03. <p>A joint labor/management advisory body will oversee both Family Benefits and Employee Assistance Programs.</p>	Article 8 - Travel/Relocation Expense Reimbursement	<ul style="list-style-type: none"> CSEA and the State will continue to work towards implementation of tax-saving benefits for use of mass transit. 	<ul style="list-style-type: none"> The State reconfirms a pilot project for pre-tax payment of transportation expenses for a few agencies in New York City, to be followed by discussion with CSEA of possible expansion of the program to other areas and the possibility of including other benefits covered by Federal Law. 	Article 13 - Payroll	<ul style="list-style-type: none"> Side Letter that the union and management would explore how to notify employees on their pay stub what they are being paid for. 	<ul style="list-style-type: none"> Side Letter that the union and management would meet and explore with the Office of State Comptroller how to notify employees on their pay stub what they are being paid for. 	Article 14 - Employee Development and Training	<ul style="list-style-type: none"> Increase of current amount by 5% retroactive to 4/1/03. Article 21 Quality of Work Life Consolidated into Article 14 	Article 15 - Safety and Health	<ul style="list-style-type: none"> Increase of current amount by 5% retroactive to 4/1/03. CSEA and the State agreed to discuss five specific safety and health issues in the Statewide Committee: workplace temperatures, imminent danger situations, minimizing/eliminating hazards, ergonomics, and workplace security
Gross Salary	Employer Contribution	Gross Salary	Employer Contribution																																																									
Up to \$35,000	\$400	Up to \$35,000	\$600																																																									
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ARTICLE 7 - Compensation

Delete current §7.1, §7.2, §7.3, §7.4, §7.5, §7.6, §7.7, §7.8, §7.9, §7.10, §7.11, §7.12, §7.13, §7.14, §7.16, §7.17, §7.18 and §7.19 and replace with:

The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to provide the benefits described below:

§7.1 Lump Sum Payment for Fiscal Year 2003-2004

Each employee who was in full-time employment status on March 31, 2004 and who had, on that date, six (6) months or more of continuous service as defined by Section 130.3(c) of the Civil Service Law shall, on June 1, 2004 or as soon thereafter as practicable, receive a lump sum payment in the amount of \$800, which amount shall be pensionable. Employees who are otherwise eligible for such payment but who were not on the payroll on March 31 and who return to employment during Fiscal Year 2004-2005 without a break in service shall be eligible for such payment.

§7.2 Salary Increase for Fiscal Year 2004-2005

Effective March 25, 2004 for employees on the administrative payroll and April 1, 2004 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on March 24, 2004 and March 31, 2004 respectively, shall be increased by two and one-half (2.50) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by two and one-half (2.50) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the two and one-half (2.50) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on the March 25, 2004 or April 1, 2004 schedule.

§7.3 Payment Above the Job Rate for Fiscal Year 2004-2005

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step in effect on April 1, 2004 or October 1, 2004, as appropriate.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.4 Salary Increase for Fiscal Year 2005-2006

Effective April 7, 2005 for employees on the administrative payroll and March 31, 2005 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on April 6, 2005 and March 30, 2005 respectively, shall be increased by two and three-quarters (2.75) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by two and three-quarters (2.75) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the two and three-quarters (2.75) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on the April 7, 2005 or March 31, 2005 schedule.

§7.5 Payment Above the Job Rate for Fiscal Year 2005-2006

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step in effect on April 1, 2005.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.6 Salary Increases for Fiscal Year 2006-2007

Effective April 6, 2006 for employees on the administrative payroll and March 30, 2006 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on

April 5, 2006 and March 29, 2006 respectively, shall be increased by three (3.0) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by three (3.0) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the three (3.0) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on April 6, 2006 or March 30, 2006.

§7.7 Payment Above the Job Rate for Fiscal Year 2006-2007

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step in effect on April 1, 2006.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.8 Salary Schedule Adjustment Effective April 1, 2007

(a) Effective April 1, 2007 for employees on the administrative payroll and on the institutional payroll, the basic annual salary of employees in full-time employment status on March 31, 2007 respectively, shall be increased by eight hundred (\$800). The appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by eight hundred (\$800), dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the eight hundred (\$800) increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on April 1, 2007.

§7.9 Payment Above the Job Rate for Fiscal Year 2007-2008

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step in effect on April 1, 2007.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.10 Movement from Hiring Rate to Job Rate

(a) Employees who complete one (1) year of service in full-time employment status at a basic annual salary rate which is below the job rate of their salary grade, whose performance at the completion of each year of service is rated at least "satisfactory" or its equivalent, shall be eligible to receive an increment advance.

(b) Increment advances will be payable to eligible employees on April 1 or October 1 of the fiscal year immediately following completion of each year of service in grade. Increment advances shall be an amount equal to one-seventh of the difference between the hiring rate and the job rate of the grade. Employees hired or promoted on or after

April 2 and through October 1 will have an increment anniversary date of October 1. Employees hired or promoted on or after October 2 and through April 1 will have an April 1 increment anniversary date. All hired or promoted employees will be required to serve at least one year before receiving their increment. Once the increment is received, subsequent increments will begin on the appropriate increment anniversary date of either October 1 or April 1. The creation of a second increment anniversary date will continue the practice that all employees will serve at least one year before the increment is paid but no employee will wait longer than one and one-half years.

(c) An employee's salary may not exceed the job rate as a result of an increment advance.

§7.11 Promotions

(a) Employees who are promoted, or otherwise advanced to a higher salary grade will be paid at the hiring rate of the higher grade or will receive a percentage increase in basic annual salary determined as indicated below,

whichever results in a higher salary.

For a Promotion of An Increase of

1 grade	3.0 %
2 grades	4.5 %
3 grades	6.0 %
4 grades	7.5 %
5 grades	9.0 %

(b) Reallocations and Reclassifications

Employees in positions which are reallocated or reclassified to a higher salary grade will receive an increase in pay determined in the same manner as described for promotions except that in the event of reallocation, the new salary shall not exceed the second longevity step.

§7.12 Movement Between Salary Grades

For those employees who move between salary grades, service in a higher salary grade will be creditable toward the service in grade requirement for an increment advance in a lower salary grade; service in a lower salary grade will not be creditable for an increment advance in a higher salary grade.

§7.13 Movement to a Lower Salary Grade

(a) Non-permanent employees who move to a lower salary grade will be placed at a rate in the lower grade which corresponds to their combined increment advance in both the higher and lower salary grades.

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

§7.14 Applicability

(a) Sections 7.2, 7.4, 7.6 and 7.8 above shall apply on a pro rata basis to employees paid on an hourly or per diem basis or on any basis other than at an annual rate, or to employees paid on a part-time basis. Such sections shall not apply to employees paid on a fee schedule.

(b) Section 7.1 above shall apply on a pro rata basis to part-time employees in employment status on March 31, 2004 with a total time in pay status of six (6) months or more during the preceding fiscal year; this six (6) months of pay status shall be called the "qualifying period." For employees with more than six (6) months of total time in pay status, the qualifying period shall be the last such six months in the respective fiscal year. Such employees paid on an hourly, per diem, or annual salaried basis who:

work a minimum of one-quarter time, but less than half-time, during their qualifying period shall receive \$200;

work a minimum of half-time, but less than three-quarters time, during their qualifying period shall receive \$400;

work a minimum of three-quarters time, but less than full-time, during their qualifying period shall receive \$600;

work the equivalent of full-time during their qualifying period shall receive \$800.

Such section shall not apply to employees paid on a fee schedule.

(d) Sections 7.3, 7.5, 7.7, 7.9, 7.10, 7.11, 7.12, and 7.13 shall apply on a pro rata basis as appropriate to employees paid on an hourly or per diem basis or on any basis other than at an annual rate, or to employees paid on a part-time basis. The above provisions shall not apply to employees paid on a fee schedule.

§7.15 Recall and Inconvenience Pay

(a) Except as otherwise hereinafter specifically provided, the present recall pay program will be continued. There shall be no assignment of routine or non-emergency duties or other "make work" in order to avoid the payment of recall pay.

(b) Effective March 25, 2004 for employees on the Administrative payroll and April 1, 2004 for employees on the Institutional payroll, the inconvenience pay program will be \$550 per year to employees who work four (4) hours or more between 6:00 p.m. and 6:00 a.m., except on an overtime basis, as provided in Chapter 333 of the Laws of 1969 as amended.

§7.16 Downstate Adjustment

(a) Eligible employees in New York City, Nassau, Rockland, Suffolk and Westchester Counties will receive a downstate adjustment in addition to their basic annual salary. Effective April 2003 the amount of the Downstate Adjustment shall be \$1,200.

(b) Eligible employees in Orange, Dutchess, and Putnam Counties will receive a Mid-Hudson Adjustment in addition to their basic annual salary. Effective April 2004 the amount of the Mid-Hudson shall be \$600.

(c) After April 1, 2003, all subsequent increases in the Downstate Adjustment and the Mid-Hudson Adjustment will be equal to any future increases that are applied to the basic annual salary as follows:

Effective Date	Downstate Adjustment	Mid-Hudson Adjustment
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April 1, 2004	\$1,230	\$615
April 1, 2005	\$1,264	\$632
April 1, 2006	\$1,302	\$651

(d) 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.

to work.

(b) An employee electing to take compensatory time off in lieu of holiday pay shall notify the appropriate payroll agency in writing between April 1 and June 15 in the first year of the Agreement of the employee's intention to do so with the understanding that such notice constitutes a waiver for the term of this Agreement of the employee's right to receive additional compensation for holidays worked; provided, however, that an employee shall have the opportunity to revoke such waiver or file a waiver, if the employee has not already done so, by notifying the appropriate payroll agency in writing between April 1 and May 15 in the second, third and fourth year of this Agreement of the employee's revocation or waiver, in which event such revocation or waiver shall remain in effect for the remainder of the term of this Agreement.

(c) An employee who is called in to work during his or her regularly scheduled hours of work, regardless of the length of the employee's regular work shift, on a day observed as a holiday by the State as an employer and which is a day other than the employee's pass day shall receive one-half day's additional compensation at straight time or one-half day's compensatory time off, as appropriate, in accordance with his or her election of holiday pay waiver. The daily rate of compensation shall be the rate of 1/10 of the bi-weekly rate of compensation and shall include geographic, location, inconvenience, shift pay and the downstate adjustment as may be appropriate to the place or hours normally worked. There shall be no assignment of routine or non-emergency duties or other "make work" in order to avoid the payment of holiday call-in pay.

(d) Any employee, who is entitled to time off with pay on days observed as the Thanksgiving Day or Christmas Day holidays by the State as an employer, will receive at the employee's option additional compensation for time worked on such days or holiday compensatory time off.

Such additional compensation for each such full day worked will be at the rate of 3/20 (time and one-half) of the employee's bi-weekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, location, inconvenience, shift pay and the downstate adjustment as may be appropriate to the place or hours worked.

Holiday compensatory time credited for time worked on such days shall be calculated at the rate of 3/20 (time and one half). The maximum number of hours of holiday compensatory time credited for work on such days is 11.25 for 7.5 hours worked or 12 hours for 8 hours worked.

In no event will an employee be entitled to such additional compensation or holiday compensatory time off unless he or she has been scheduled or directed to work.

§7.18 Payment of Salary.

(a) The "lag payroll" instituted in the 1982-85 Agreement shall remain in effect. When employees leave State service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. This final salary check shall be paid at the employee's then current salary rate.

(b) The salary deferral program instituted by legislative action in 1990, and implemented in 1991, shall remain in effect. Employees shall recover monies deferred under this program at the time they leave State service, pursuant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

Employees newly added to the payroll shall have five days of salary deferred pursuant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

§7.19 Hazardous Duty Pay

Eligible employees shall be paid a hazardous duty differential of \$0.60 per hour effective April 1, 2004 pursuant to the provisions of Civil Service Law Section 130.9.

ARTICLE 9

Health Insurance

§9.1 (a) The State shall continue to provide all the forms and extent of coverage as defined by the contracts in force on March 31, 4999 2003 with the State's health insurance carriers unless specifically modified by this Agreement.

(b) The State shall provide toll-free telephone service at the Department of Civil Service Health Insurance Section for information and assistance to employees and dependents on health insurance matters.

§9.2 Empire Plan Hospitalization

~~(a) Effective January 1, 1999, this copayment will increase to \$20 for emergency room services. Effective January 1, 2002, The copayment for emergency room services will increase to will be \$35. Effective January 1, 2005, the copayment for emergency room services will increase to \$50. Charges for outpatient services covered by the hospital contract will be subject to a \$25 copayment per outpatient visit. Effective January 1, 2005, charges for outpatient services covered by the hospital contract will be subject to a \$30 copayment per outpatient visit. These hospital outpatient copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, or hemodialysis, or physical therapy. Effective July 1, 2000, The copayment for pre-admission testing/pre-surgical testing prior to an inpatient admission will be waived, and hospital outpatient physical therapy visits will no longer be waived but will be subject to the same copayment in effect for physical therapy visits under the Managed Physical Network Program.~~

~~(b) Effective January 1, 2005, current coverage for services provided in the outpatient department of a hospital will be expanded to include services provided in a remote location of the hospital (hospital owned and operated extension clinics). Emergency care provided in such remote location of the hospital will be subject to the \$50 emergency room copayment. Outpatient services provided in such remote location of the hospital will be subject to the \$30 outpatient hospital copayment.~~

~~(c) Charges for the attending hospital emergency room physician and providers who administer or interpret radiological exams, laboratory tests,~~

electrocardiograms and pathology services directly associated with the covered hospital emergency room care for a medical emergency will be reimbursed under the participating provider or the basic medical program not subject to deductible or coinsurance when such services are not included in the hospital facility charge.

~~(c)(d) Effective July 1, 2000, or as soon as practicable thereafter, The Empire Plan will include continue to provide a voluntary "Centers of Excellence Program" for organ and tissue transplants. The Centers will be required to provide pre-transplant evaluation, hospital and physician service (inpatient and outpatient), transplant procedures, follow-up care for transplant-related services as determined by the Center and any other services as identified 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. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the design, implementation and to provide ongoing oversight of this benefit.~~

§9.3 Empire Plan Medical/Surgical

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

(a) Office visit charges by participating providers will be subject to a \$6 10 copay per covered individual. ~~Effective January 1, 2001, office visit charges by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2002, office visit charges by participating providers will be subject to a \$10 copayment per covered individual. Effective January 1, 2005, office visit charges by participating providers will be subject to a \$12 copayment per covered individual.~~ Office visit charges by participating providers for well child care, including routine pediatric immunizations, will be excluded from the office visit copays.

(b) Charges by participating providers for professional services for allergen immunotherapy in the prescribing physician's office or institution will be excluded from the office visit copayment.

(c) All covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a \$6 10 copay. ~~Effective January 1, 2001, all covered outpatient surgery procedures performed by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2002, all covered outpatient surgery procedures performed by participating providers will be subject to a \$10 copayment per covered individual. Effective January 1, 2005, all covered outpatient surgery procedures performed by participating providers will be subject to a \$12 copayment per covered individual.~~

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

(e) All covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a \$6 10 copay. ~~Effective January 1, 2001, all covered diagnostic/laboratory services performed by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2002, all covered diagnostic/laboratory services performed by participating providers will be subject to a \$10 copayment per covered individual. Effective January 1, 2005, all covered diagnostic/laboratory services performed by participating providers will be subject to a \$12 copayment per covered individual.~~

(f) All covered outpatient radiology services performed by a participating provider during a visit will be subject to a \$6 10 copay. ~~Effective January 1, 2001, all covered radiology services performed by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2002, all covered radiology services performed by participating providers will be subject to a \$10 copayment per covered individual. Effective January 1, 2005, all covered radiology services performed by participating providers will be subject to a \$12 copayment per covered individual.~~

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

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

(i) The office visit, surgery, outpatient radiology, and diagnostic/laboratory copayments may be applied against the basic medical coinsurance maximum but they will not be considered covered expenses for basic medical payment.

Empire Plan Basic Medical

(j) The Empire Plan shall also include basic medical coverage to provide benefits when non-participating providers are used. These benefits will be paid directly to enrollees according to reasonable and customary charges and will be subject to deductible, coinsurance, and calendar year and lifetime maximums.

(k) The Empire Plan participating provider schedule of allowances and the basic medical reasonable and customary levels will be at least equal to those levels in effect on March 31, 2003 1995.

(l) An annual evaluation and adjustment of basic medical reasonable and customary charges will be performed according to the guidelines established by the basic medical plan insurer.

~~(m) As soon as practicable, an Alternative Medicine Program which will allow Empire Plan enrollees and dependents to seek specified non-covered alternative treatments/services at a discounted employee-pay-all fee will be made available through a network of providers. The Joint Committee on Health Benefits will work with the State and appropriate carrier to design and implement provide ongoing oversight of the Complementary Alternative Medicine Program.~~

§9.4 CSEA Empire Plan Enhancements

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

(a) ~~The basic medical component deductible shall remain at \$161 per enrollee, \$161 per covered spouse/domestic partner, and \$161 for one or all dependent children. Effective January 1, 2001, the basic medical component deductible shall equal \$175 per enrollee, \$175 per covered spouse/domestic partner, and \$175 for one or all dependent children. Effective January 1, 2002, The basic medical component deductible shall equal \$185 per enrollee, \$185 per~~

covered spouse/domestic partner, and \$185 for one or all dependent children. ~~Effective January 1, 2005, the basic medical component deductible shall equal \$225 per enrollee, \$225 per covered spouse/domestic partner, and \$225 for one or all dependent children.~~ Covered expenses for mental health and/or substance abuse treatment or physical medicine services are excluded in determining the basic medical component deductible.

(b) The maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall ~~remain equal~~ \$776 per individual or family in any one year. ~~Effective January 1, 2005, the maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall equal \$900 per individual or family in any one year. Effective January 1, 2005 for employees in a title Salary Grade 6 or below or an employee equated to a position title Salary Grade 6 or below on January 1, 2005, the \$900 maximum coinsurance out-of-pocket expense shall be reduced to a maximum of \$500 in coinsurance per year. For employees earning \$21,606 or less in base annual salary on April 1, 1999, \$22,017 or less in base annual salary on April 1, 2000, \$22,823 or less in base annual salary on April 1, 2001, and \$24,657 or less in base annual salary on April 1, 2002, the \$776 maximum coinsurance out-of-pocket expense shall continue to be reduced to a maximum of \$500 in coinsurance per year upon application to the Department of Civil Service for the reduction in coinsurance, and upon submission of information showing that the employee is the head of household and sole wage earner in a family.~~ Covered expenses for mental health and/or substance abuse treatment or physical medicine services are excluded in determining the \$776/\$500 maximum coinsurance limits.

(c) ~~Employees 50 years of age or older shall be allowed reimbursement up to \$250 once every two years towards the cost of a routine physical examination. Covered spouses/domestic partners 50 years of age or older shall be allowed reimbursement up to \$250 once every two years towards the cost of a routine physical examination. Effective July 1, 2000, Employees 50 years of age or older and their covered spouses/domestic partners 50 years of age or older will be allowed up to \$250 reimbursement annually towards the cost of a routine physical examination provided by a non-participating physician.~~ These benefits shall not be subject to a deductible and coinsurance.

(d) ~~Effective July 1, 2000, The cost of certain injectable adult immunizations shall be a covered expense, subject to copayment(s) under the participating provider portion of the Empire Plan. The list of immunizations shall include Influenza, Pneumococcal, Measles, Mumps, Rubella, Varicella and Tetanus Toxoid, and shall be subject to protocols developed by the medical program insurer.~~

~~The Joint Committee on Health Benefits shall work with the State to explore the addition of Lyme Vaccine to the list of injectable adult immunizations based on the State's workplace pilot project and the long term effectiveness of the vaccine.~~

(e) Routine pediatric care, including well child office visits, physical examinations and pediatric immunizations, for children up to age 19 will be covered under the basic medical program, subject to deductible or coinsurance. ~~Effective July 1, 2000, Influenza vaccine will be included added to the list of pediatric immunizations, subject to appropriate protocols, under the participating provider and basic medical components of the Empire Plan.~~

(f) ~~The routine newborn allowance under the basic medical component shall be \$100, not subject to deductible or coinsurance. Effective July 1, 2000, The routine newborn allowance under the basic medical component shall be \$150, not subject to deductible or coinsurance.~~

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

(h) Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit and shall be reimbursed up to a maximum of \$600 ~~\$1,200~~ once every four years, not subject to deductible or coinsurance. ~~Effective January 1, 2000, the hearing aid reimbursement will be increased to \$800, effective January 1, 2001, the hearing aid reimbursement will be increased to \$1,000, and, effective January 1, 2002, the hearing aid reimbursement will be increased to \$1,200. Effective January 1, 2005, the hearing aid reimbursement will be increased to \$1,200, per hearing aid, per ear, once every four years, not subject to deductible or coinsurance. Effective January 1, 2006, the hearing aid reimbursement shall be increased to \$1,500, per hearing aid, per ear, once every four years, not subject to deductible or coinsurance.~~ For children 12 and under the same benefits can be available after 24 months, when it is demonstrated that a covered child's hearing has changed significantly and the existing hearing aid(s) can no longer compensate for the child's hearing impairment.

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

(j) Mastectomy brassieres prescribed by a physician, including replacements when it is functionally necessary to do so, shall be a covered benefit under the Empire Plan. ~~Effective January 1, 2005, 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.~~

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

~~(l) Effective January 1, 2001, or as soon as practicable thereafter, A Medical Flexible Spending Account (MFSA) shall be established will continue to be provided. The Joint Committee on Health Benefits shall work with the State on the design and implementation to provide ongoing oversight of the MFSA.~~

~~(m) Effective January 1, 2005 or as soon as practicable thereafter, the Empire Plan Centers of Excellence Programs will be expanded to include~~

Cancer Resource Services. The Cancer Resource Program will provide: Direct telephonic nurse consultations;

Information and assistance in locating appropriate care centers;

Connection with cancer experts at Cancer Resource Services network facilities;

A modest travel allowance; and

Paid-in-full reimbursement for all services provided at a Cancer Resource Services network facility when the care is pre-certified.

(n) Effective January 1, 2005 or as soon as practicable thereafter, the Empire Plan medical carrier will establish a network of prosthetic and orthotic providers. Prostheses or orthotics obtained through an approved prosthetic/orthotic network provider will be paid in full under the participating provider component of the Empire Plan, not subject to copayment. For prostheses or orthotics obtained other than through an approved prosthetic/orthotic network provider, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and coinsurance.

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

(o) Effective January 1, 2005, a Basic Medical Provider Discount Program will be available through the basic medical component of the Empire Plan. Empire Plan enrollees will have access to an expanded network of providers through an additional provider network;

Basic Medical provisions will apply to the providers in the expanded network option (deductible and 20% coinsurance);

Payment will be made by the Plan directly to the discount providers, no balance billing of discounted rate will be permitted;

This program is offered as a pilot program and will terminate on December 31, 2006, unless extended by agreement of both parties;

§9.5 Empire Plan Mental Health and Substance Abuse

The Empire Plan shall continue to provide comprehensive coverage for medically necessary mental health and substance abuse treatment services through a managed care network of preferred mental health and substance abuse care providers. Network and non-network benefits shall be those in effect on March 31, ~~1999~~ 2003 with exception of the copayment for outpatient substance abuse treatment. The outpatient substance abuse treatment copayment shall continue to equal the participating provider office visit copayment. Expenses applied against the mental health and substance abuse non-network deductible and network copay levels will not apply against any deductible or copay levels or maximums under the basic medical component of the Plan. **The maximum lifetime benefit for non-network substance abuse services shall be \$100,000. Effective January 1, 2004, the maximum lifetime benefit for non-network substance abuse services shall be increased to \$250,000.**

§9.6 Empire Plan Benefits Management Program

The current Benefits Management Program for CSEA employees enrolled in the Empire Plan shall remain in effect unless modified by the Joint Committee on Health Benefits.

The Empire Plan Benefits Management Program's Prospective Procedure Review requirement will include only Magnetic Resonance Imaging ("MRI"), ~~and will discontinue mandatory Specialty Consultation Evaluations.~~

Effective January 1, 2005, any day deemed inappropriate for an inpatient setting and/or not medically necessary will be excluded from coverage under the Empire Plan.

§9.7 Empire Plan Home Care Advocacy Program

The current Home Care Advocacy Program (HCAP) for CSEA employees enrolled in the Empire Plan shall ~~continue, be modified effective January 1, 2001, as follows: As of that date,~~ individuals who fail to have medically necessary designated HCAP services and supplies pre-certified by calling HCAP and/or individuals who use a non-network provider will receive reimbursement at 50 percent of the HCAP allowance for all services, equipment and supplies upon satisfying the basic medical annual deductible. In addition, the basic medical out-of-pocket maximum will not apply to HCAP designated services, equipment and supplies. All other HCAP non-network benefit provision will remain.

§9.8 Empire Plan Managed Physical Medicine Program

The Empire Plan's medical care component will continue to offer a comprehensive managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy and chiropractic treatments. Authorized network care will be available, subject only to the Plan's participating provider office visit copayment(s). Unauthorized medically necessary care, at enrollee choice, will also be available, subject, however, to an annual deductible of \$250 per enrollee, \$250 per spouse/domestic partner and \$250 for one or all dependent children and a maximum payment of 50% of the network allowance for the service(s) provided. Maximum benefits for non-network care will be limited to \$1,500 in payments per calendar year. Deductible/coinsurance payments will not be applicable to the Plan's annual basic medical deductible/coinsurance maximums. The Joint Committee on Health Benefits will work with the State on the ongoing administration of this benefit. ~~Effective July 1, 2000,~~ The participating provider office visit copayment(s) shall apply to covered physical therapy visits received at the outpatient department of the hospital.

§9.9 Empire Plan Infertility Benefits Program

~~Effective July 1, 2000,~~ Empire Plan participating provider and basic medical coverage for the treatment of infertility will ~~continue as follows: be modified as follows:~~

(a) access to designated "Centers of Excellence" including travel benefit;

(b) enhance benefit to include the treatment of "couples" as long as both partners are covered either as enrollee or dependent under the Empire Plan;

(c) lifetime coverage limit per individual of \$25,000. **Effective January 1, 2005 the lifetime coverage limit per individual will be \$50,000;**

(d) covered services: patient education/counseling, diagnostic testing, ovulation induction/hormonal therapy, surgery to enhance reproductive capability, artificial insemination and Assisted Reproductive Technology

procedures;

(e) exclusions: experimental procedures, fertility drugs dispensed at a licensed pharmacy, medical and other charges for surrogacy, donor services/compensation in connection with pregnancy, storage of sperm, eggs and/or embryo for longer than 6 months and high risk patients with no reasonable expectation for pregnancy.

The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the ~~design and implementation~~ ongoing oversight of this benefit. Additionally, ongoing Program oversight and evaluation of the lifetime coverage limit will enable future modification if warranted.

§9.10 Empire Plan Voluntary Nurse Line

~~Effective July 1, 2000, or as soon as practicable thereafter,~~ The medical component of the Empire Plan shall include a voluntary 24-hour/7-days a week nurse-line feature to provide both clinical and benefit information through a toll-free phone number.

The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the ~~design, implementation and~~ ongoing oversight of this benefit.

§9.11 Empire Plan Disease Management Program

~~Effective July 1, 2000, or as soon as practicable thereafter,~~

The Empire Plan medical component shall include a voluntary disease management program. Disease Management covers those illnesses identified to be chronic, high cost, impact quality of life, and rely considerably on the patient's compliance with treatment protocols. **Current programs include Cardiovascular Risk Reduction, Migraine Management, Asthma and Diabetes. Effective July 1, 2004, or as soon as practicable thereafter, the Empire Disease Management component shall be expanded to include two (2) additional programs. If time permits during the term of this agreement, a third Disease Management Program will be added.**

The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the ~~on the selection,~~ design, implementation and ongoing oversight of ~~the new and existing Disease Management Programs.~~

§9.12 Health Maintenance Organizations

Eligible employees in the State Health Insurance Plan may elect to participate in a federally qualified or state certified Health Maintenance Organization which has been approved to participate in the State Health Insurance Program by the Joint Committee on Health Benefits. If more than one HMO services the same geographic area, the Joint Committee on Health Benefits reserves the right to approve a contract with only such organization(s) deemed to be a quality, cost effective option(s). The Joint Committee on Health Benefits will work with the State through the HMO Workgroup to identify and mutually agree upon appropriate incentives for HMO alternatives to become more competitive in quality of care provided and efficient in cost to payers. Employees may change their health insurance option each year during the month of November, unless another period is mutually agreed upon by the State and the Joint Committee on Health Benefits. If the rate renewals are not available by the time of the open option transfer period, then the open transfer period shall be extended to assure ample time for employees to transfer.

§9.13 Premium Contribution Level – Health Only

(a) The State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse components provided under the Empire Plan.

(b) The State agrees to continue to provide alternative Health Maintenance Organization (HMO) coverage and, ~~effective January 1, 1999,~~ agrees to pay 90 percent of the cost of individual coverage and 75% of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse components of each HMO, however, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan.

§9.14 Prescription Drug Premium Contribution Level/Benefit Structure

(a) ~~Effective April 20, 1999,~~ Eligible CSEA employees enrolled in the New York State Health Insurance Program (NYSHIP) will be provided with prescription drug coverage either through the Empire Plan Prescription Drug Program or a Health Maintenance Organization. ~~For those enrolled in the Empire Plan, the benefits provided will be the same benefits as those provided to Management/Confidential employees enrolled in the Empire Plan Prescription Drug Program. Effective April 20, 1999, the State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent prescription drug coverage under the Empire Plan and Health Maintenance Organizations. Effective July 1, 2000, the State agrees to pay 100 percent of the cost of individual coverage and 100 percent of the cost of dependent prescription drug coverage under the Empire Plan and Health Maintenance Organizations. Effective January 1, 2002,~~ The State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent prescription drug coverage under the Empire Plan and Health Maintenance Organizations.

(b) The Empire Plan Prescription Drug Program benefits shall consist of the following: Prescription Drug Program will cover medically necessary drugs, including vitamins and contraceptive **drugs and devices** requiring a physician's prescription and dispensed by a licensed pharmacist. Mandatory Generic Substitution will be required for all brand-name multisource prescription drugs (a brand-name drug with a generic equivalent) covered by the Prescription Drug Program. When a brand-name multi-source drug is dispensed, the Program will reimburse the pharmacy (or enrollee) for the cost of the drug's generic equivalent. The enrollee is responsible for the cost difference between the brand-name drug and its generic equivalent plus the brand-name copayment.

~~Effective April 20, 1999,~~

~~1. The copayment will be \$8.00 for up to a 90 day supply of generic drugs dispensed at either the community pharmacy or the mail service pharmacy.~~

~~2. The copayment will be \$8.00 for up to a 90 day supply of brand-name drugs dispensed at either the community pharmacy or the mail service pharmacy.~~

~~3. The copayment will be \$3.00 for up to a 90 day supply of generic drugs dispensed at either the community pharmacy or the mail service pharmacy.~~

~~4. The copayment will be \$13.00 for up to a 90 day supply of brand-name drugs~~

~~dispensed at either the community pharmacy or the mail service pharmacy. Effective January 1, 2003,~~

* The copayment will be \$5.00 for up to a 90 day supply of generic drugs dispensed at either the community pharmacy or the mail service pharmacy.

* The copayment will be \$15.00 for up to a 90 day supply of brand-name drugs dispensed at either the community pharmacy or the mail service pharmacy.

Effective January 1, 2005, a third level of prescription drugs and prescription copayments will be 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 shall be as follows:

\$5 Generic

\$15 Preferred-Brand

\$30 Non-Preferred Brand

When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment (\$30).

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

\$10 Generic

\$30 Preferred Brand

\$60 Non-Preferred Brand

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 (\$60).

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

\$5 Generic

\$20 Preferred Brand

\$55 Non-Preferred Brand

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 (\$55).

§9.15 Part-time Employees

The State Health Insurance Plans' regulations shall continue to stipulate that the term employee means any person in the service of the State as employer whose regular work schedule is at least half-time per bi-weekly payroll period.

§9.16 Waiting Period

There shall be a waiting period of forty-two (42) days after employment before an employee shall be eligible for enrollment under the State's Health Insurance Program.

§9.17 Dependent Proofs/Coverage

(a) Current and/or new enrollees opting for family coverage must provide the names of all covered dependents to the Plan Administrator. In the case of covered newborn dependents, names shall be provided within 3 months of the date of birth. Additionally, the social security numbers of a covered spouse, if applicable, and/or dependent student(s) over the age of 19, if applicable, shall be provided to the Plan Administrator in order to verify continued eligibility for family coverage and to facilitate coordination of benefits.

(b) ~~Effective May 1, 2000, or as soon as practicable thereafter,~~ Covered dependent students shall be provided with a 3-month extended benefit period upon graduation from a qualified course of study. The benefit extension will begin on the first day of the month following the month in which dependent student coverage would otherwise end and will last for three months or until such time as eligibility would otherwise be lost under existing plan rules.

(c) ~~Effective July 1, 2000,~~ Covered dependents of employees who are activated for military duty as a result of an action declared by the President of the United States or Congress shall continue health insurance coverage with no employee contribution for a period not to exceed 12 months from the date of activation, less any period the employee remains in full pay status. Contribution free health insurance coverage will end at such time as the employee's active duty is terminated or the employee returns to State employment, whichever occurs first.

§9.18 Domestic Partners

Domestic partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependency shall be eligible for health care coverage. As part of this agreement, the impact of such domestic partner coverage under the Empire Plan will continue to be reviewed through the Joint Committee on Health Benefits, including the appropriateness of the existing waiting periods.

§9.19 Seasonal Employees

Seasonal employees who, at the time of hire, are expected to be continuously employed on at least a half-time basis for at least six months, shall be eligible to apply for health insurance coverage as of the date of employment. Coverage shall be subject to a 42-day new employee waiting period starting on the date of first employment, and benefits shall be available as of the 43rd day of employment, assuming the employee submitted a written application for coverage during the 42 day waiting period and was on the payroll or on authorized workers' compensation leave without pay for the entire 42 day waiting period.

Seasonal employees who, at the time of hire, are not expected to be continuously employed on at least a half-time basis for at least six months, shall not be eligible for health benefits at the start of employment. However, upon actual completion of six months of continuous employment on at least a half-time basis, an employee so hired shall become eligible to apply for health benefits. Coverage shall become effective following the completion of a 42 day new employee waiting period that commences on the day following their completion of six months of such a work schedule, assuming the employee submits a written application for coverage during the waiting period, and remains on the payroll or on authorized workers' compensation leave without pay for the entire

42 day waiting period.
Where the state establishes a seasonal position for six months or more, the appointee to that position shall not have his or her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance purposes. However, if that individual's service is broken for another reason, the individual shall not be eligible to continue coverage after employment is terminated, except as described in Section (d) below.

Should a seasonal employee who attained health insurance coverage under Section (a) or (b) above, leave the payroll and then be rehired subsequently, the employee shall retain eligibility for health insurance coverage upon rehire without being hired for an anticipated six month period of continuous employment on at least a half-time basis, provided the employee is not off the payroll more than six months. An employee so rehired may continue his or her health insurance by paying the full cost of the coverage for the period of time he or she is off the payroll, or, if not rehired, until the date that is six months from the date employment terminated.

~~(a) Seasonal employees who are anticipated to be or who are continuously employed on at least a half-time basis for six months, shall be eligible for health insurance coverage subject to the provisions of the Agreement.~~

~~(b) Where the State establishes a seasonal position for six months or more, the appointee to that position shall not have his/her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance coverage.~~

~~(c) Should a seasonal employee who attained health insurance coverage eligibility leave the payroll and then be rehired subsequently, the employee shall retain eligibility for health insurance coverage upon rehire without application of a six month waiting period, provided the employee was not off the payroll more than six months. The employee may continue his/her health insurance on a full pay basis for the period of time he/she is off the payroll.~~

§9.20 Layoff

A permanent full-time employee who loses employment as a result of the abolition of a position on or after April 1, 1977, shall continue to be covered under the State Health Insurance Plan at the same contribution rate as an active employee for one year following such layoff or until reemployment by the State or employment by another employer, whichever first occurs.

§9.21 Workers' Compensation

A permanent full-time employee who is removed from the payroll due to an accepted work related injury or occupational condition shall remain covered under the State Health Insurance Plan and the terms as defined in §11.5 of this agreement

A permanent full-time employee who is removed from the payroll due to a controverted work related injury or occupational condition will have the right to apply for a health insurance premium waiver. The appropriate agency will be responsible to inform the employee of his or her right to apply for the waiver prior to the employee meeting the eligibility requirements for the waiver of premium.

§9.22 Disabled/Deceased Employees

(a) Continued health insurance coverage will be provided for the unmarried spouse and other eligible dependents of employees who die in State service under circumstances under which they are eligible for the accidental death benefit or for weekly cash workers' compensation benefits under the same conditions prescribed in Section 165 of the Civil Service Law for dependents of a deceased employee who was at the time of death an employee at a correctional facility having individual and dependent coverage at the time of death and where death occurred as a result of injuries during the period from September 9 through 13, 1971.

(b) If an employee is granted a service-connected disability retirement by a retirement or pension plan or system administered and operated by the State of New York, the State will continue the health insurance of that employee on the same basis as any other retiring employee, regardless of the duration of the employee's service with the State.

§9.23 Retirement/Deceased Employees

The unmarried spouse and otherwise eligible dependent children of an employee, who retires after April 1, 1979, with ten or more years of active State service and subsequently dies, shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees for the same coverage.

The unmarried spouse and otherwise eligible dependent children of an active employee, who dies after April 1, 1979 and who, at the date of death, had at least 10 years of benefits eligible service, was vested in the Employees' Retirement System and who was at least 45 years of age and was within 10 years of the minimum retirement age shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees for the same coverage.

§9.24 Service Requirements/Sick Leave Credit

Employees covered by the State Health Insurance Plan have the right to retain health insurance after retirement upon completion of ten years of service. ~~However, in recognition of the forthcoming changes to the Government Accounting Standards Board (GASB) requirements, both the State and CSEA recognize the need to address the inequity of providing employees who serve the minimum amount of time necessary for health insurance in retirement with the same benefits as career employees. Prior to the expiration of this contract CSEA and the State shall, through the Joint Committee process, develop a proposal to modify the manner in which employer contributions to retiree premiums are calculated.~~

An employee who is eligible to continue health insurance coverage upon retirement is entitled to a sick leave credit to be used to defray any employee contribution toward the cost of the premium. The basic monthly value of the sick leave credit shall be calculated according to the procedures in use on March 31, ~~1999~~ 2003.

However, employees retiring on or after January 1, 1989 may elect an alternative method of applying the basic monthly value of the

sick leave credit. Employees selecting the basic sick leave credit may elect to apply up to 100% of the calculated basic monthly value of the credit towards defraying the required contribution to the monthly premium during their own lifetime. If employees who elect that method predecease their eligible covered dependents, the dependents may continue to be covered, but must pay the applicable dependent survivor share of the premium Employees selecting the alternative method may elect to apply only up to 70% of the calculated basic monthly value of the credit toward the monthly premium during their own lifetime. Upon the death of the employee, however, any eligible surviving dependents may also apply up to 70% of the basic monthly value of the sick leave credit toward the dependent survivor share of the monthly premium for the duration of the dependents' eligibility. The State has the right to make prospective changes to the percentage of credit to be available under this alternative method for future retirees as required to maintain the cost neutrality of this feature of the plan. The selection of the method of sick leave credit application must be made at the time of retirement, and is irrevocable. In the absence of a selection by the employee, the basic method shall be applied.

§9.25 Deferral of Health Insurance

An employee retiring from State service may delay commencement or suspend his/her retiree health coverage and the use of the employee's sick leave conversion credits indefinitely, provided that the employee applies for the delay or suspension, and furnishes proof of continued coverage under the health care plan of the employee's spouse, or from post retirement employment.

§9.26 Joint Committee on Health Benefits

The State and CSEA agree to continue the Joint Committee on Health Benefits. The State shall seek the appropriation of funds by the Legislature to support committee initiatives and to carry out the administrative responsibilities of the Joint Committee in the amount indicated for each year of the agreement: ~~\$945,000 in 2003-2004, \$945,000 in 2004-2005, \$945,000 in 2005-2006, and \$945,000 in 2006-2007.~~

(c) The Joint Committee on Health Benefits shall work with appropriate State agencies to make mutually agreed upon changes in the Plan benefit structure through such initiatives as:

- (1) The annual HMO Review Process;
- (2) The ongoing review and oversight of the Managed Mental Health and Substance Abuse Treatment Program;
- (3) The ongoing review and oversight of the Managed Physical Medicine Program;
- (4) The continuation of the Benefits Management Program and annual review of the list of procedures requiring Prospective Procedure Review.

(5) The Joint Committee on Health Benefits will work with the State and medical carrier to solicit and contract with credentialed radiological providers to provide mammography screening, according to the American Cancer Society's medical protocols, at the worksite and/or predetermined location. Reimbursement will be provided in accordance with the participating provider program, subject to the diagnostic copayment.

(6) The continuation of the ambulatory surgery benefit and monitoring of participating centers. The Joint Committee on Health Benefits will work with the State to oversee the solicitation by the medical/surgical/basic medical carrier of Ambulatory Surgical Centers in bordering states and in those states where retirees commonly reside.

(7) The continuation of the Home Care Advocacy Program (HCAP) and the ongoing review of services offered.

(8) The Joint Committee on Health Benefits will continue to review the impact of Domestic Partner coverage.

(d) The Joint Committee's area of review and counsel shall include but not be limited to the following areas:

(1) Development of health benefit communication programs related to the consumption of health care services provided under the Plan.

~~(2) The Joint Committee on Health Benefits will work with the State and Empire Plan carriers to address the need to consolidate the various telephonic requirements enrollees must adhere to and other plan resources to which enrollees have access. Effective as soon as practicable, there will be a centralized telephone number which, in turn, will direct calls to the appropriate program/benefit administrator for benefit approval, referral and/or assistance.~~

~~(2)(3)~~ Development, as appropriate in conjunction with the carriers, of revised benefit booklets, descriptive literature and claim forms.

~~(3)(4)~~ The CSEA Joint Committee on Health Benefits will work with the State to develop a "report card" which will include objective quality data to assist employees in selecting the health benefit plan that best meets the needs for the employee and their dependents.

~~(4)(5)~~ In cooperation with the State, the Joint Committee on Health Benefits will review the feasibility of providing employees with an Annual Health Insurance Buy-out.

~~(5)(6)~~ The Joint Committee on Health Benefits will work with the State to study the feasibility of an inclusive statewide "carve-out" program for prescription drugs.

~~(6)~~ The JCHB will work with the State and medical carrier to develop an enhanced network of urgent care facilities.

~~(7)~~ The JCHB will work with the State to study the feasibility of administering the Empire Plan through an alternate funding arrangement

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

~~(9)~~ The JCHB will work with the State to conduct an extensive analysis of the current New York State Health Insurance Program (NYSHIP) (Empire Plan and HMOs) prescription drug benefit designs and associated costs.

~~(10)~~ The JCHB shall study the feasibility of a two-person premium structure. The JCHB shall work with the State and the Medical carrier to

implement a Reminder Program for Empire Plan enrollees and their dependents to identify eligible individuals who may not have received preventive screening exams or other services. At a minimum, the Program shall include:

Mammography Reminder Program,

Cervical Cancer Screening Reminder Program

Adolescent Immunization Reminder Program.

The JCHB will work with the State and the Empire Plan hospital and medical carriers to explore the development of an Empire Plan Hospital Network, which shall include paid-in-full benefits for anesthesiology, radiology and pathology

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

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

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

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

(i) The Joint Committee will be responsible for the annual review of participating providers. The Joint Committee shall investigate and where feasible, take appropriate action to recruit additional providers in geographic and specialty areas determined by the Committee to be deficient.

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

(k) The Joint Committee shall study recurring subscriber complaints and make recommendations for the resolution of such complaints.

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

(m) The Joint Committee shall study and address other issues and concerns brought to the attention of the Committee that impact the accessibility, quality and costs of health care for employees covered by this Agreement.

§9.27 Communications

Appropriate descriptive material relating to any changes in benefits shall be distributed to each State agency for internal distribution prior to the effective date of the change in benefit. The State shall take all steps necessary to provide revised health insurance booklets to every employee as soon as possible. The Joint Committee on Health Benefits shall provide review and counsel on the development of the revised booklets.

§9.28 Confidentiality

The confidentiality of individual subscriber claims shall not be violated. Except as required to conduct financial and claims processing audits of carriers and coordination of benefit provisions, specific individual claims data, reports or summaries shall not be released by the carrier to any party without the written consent of the individual, insured employee or covered depend

ARTICLE 10

Attendance and Leave

Sick Leave Accumulation

§10.6 – ASU

§10.7 – ISU/OSU

§10.5 – DMNA

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of 200 days, ~~provided, however, no more than 165 days of such credits may be used for retirement service.~~ Employees shall have the ability to use up to 200 days of such credits **for retirement service credit and** to pay for health insurance in retirement.

Use of Sick Leave at Half Pay

§10.8 – ASU

§10.15 – ISU

§10.9 – OSU

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

The employee shall not have less than one **cumulative** year of ~~continuous~~ State service;

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

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

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

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

(c) For purposes of this subsection, an employee is deemed to have been formally disciplined for leave abuse if any of the following conditions occurred: a time and attendance notice of discipline was settled within one year preceding the request for

sick leave at one half pay, or the employee has been found guilty of the time and attendance notice of discipline served within one year preceding the request for sick leave at half pay or the employee did not contest the time and attendance notice of discipline served within one year preceding the request for sick leave at half pay. It does not include notices of discipline regarding other than time and attendance or those dismissed by an arbitrator or umpire or withdrawn by the appointing authority.

ASU

~~(4) Unless the employee has been absent on sick leave charged to leave credits for at least three consecutive workdays immediately preceding exhaustion of his/her accrued credits, sick leave at half pay may be withheld at the discretion of the appointing authority for the first three workdays following the day an employee has exhausted his/her accrued credits.~~

ISU /OSU

~~(4) In order to qualify for sick leave at half pay pursuant to this section, an employee must have been absent for thirty (30) consecutive workdays due to a long term illness for which satisfactory medical documentation has been furnished.~~

ASU/ISU/OSU

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

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

~~(b) Sick leave at half pay will not be granted or shall be terminated where the employee is determined to be permanently disabled and unable to perform the duties of his/her position; provided, however, where a permanently disabled employee, or the State or any other person acting on the employee's behalf, has filed an application for disability retirement allowance pursuant to the provisions of Title 7 of Article 2 of the Retirement and Social Security Law such employee shall be granted sick leave at half pay until such eligibility is exhausted or the disability retirement application is acted upon, whichever occurs first.~~

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

§10.7 – DMNA

(a) The Division may grant sick leave at half pay to permanent and temporary employees in accordance with the DMNA Regulation 690-1, and shall grant sick leave at half pay for personal illness to a permanent employee eligible for such leave and subject to the following conditions:

The employee shall not have less than one continuous year of State service;

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

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

An employee request for sick leave at half pay must be submitted on forms provided by the Division. If an employee is incapacitated and is unable to initiate a request the employee's designee or appropriate supervisor may act in the employee's behalf;

~~(5) In order to qualify for sick leave at half pay pursuant to this section an employee must have been absent for thirty (30) consecutive days due to a long term illness for which satisfactory medical documentation has been furnished.~~

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

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

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

Satisfactory medical documentation shall be furnished and continue to be periodically furnished at the request of the Division; and

(a) Such leave shall not extend a period of appointment or

employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.

~~(b) Sick leave at half pay will not be granted or shall be terminated where the employee is determined to be permanently disabled and unable to perform the duties of his/her position.~~

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

~~(c) Nothing contained herein shall supersede the existing provisions of 690-1 dealing with the termination of employees due to absence because of personal illness, or physical or mental incapacity to perform the full duties of the position.~~

Maternity and Child Rearing Leave

§10.15 – ASU

§10.18 – ISU

§10.16 – OSU

§10.19 – DMNA (New Subsection)

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

In cases of legal adoption under Article 7 of the Domestic Relations Law, leave for child-rearing purposes shall be granted as provided in the Attendance Rules and the guidelines for administration of those rules, dated March 11, 1982 which are contained in Appendix (H-ASU/DMNA & H-ISU/OSU) of this Agreement. However, if a child is required to be admitted to a hospital for treatment after child care leave has commenced, upon employee request, child care leave shall be suspended during a single continuous period of such hospitalization and that period shall not count toward calculation of the seven month period. In such cases, any entitlement to mandatory childcare leave expires one year from the date the childcare leave originally commenced.

ASU (only)

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

Health Option Program Productivity Enhancement Program

§10.20 – ASU

§10.23 – ISU

§10.19 – OSU

§10.18 – DMNA

~~There shall be a Health Option Program as described in Appendix XII (X-DMNA). Disputes arising from the Health Option Program are not subject to the grievance procedure contained in this Agreement.~~

There shall be a Productivity Enhancement Program as described in Appendix XI (X-DMNA). Disputes arising from this program are not subject to the grievance procedure contained in this Agreement. This is a pilot program that will sunset on December 31, 2006 unless extended by mutual agreement by the parties.

§10.21 - ASU

§10.24 – ISU

§10.20 – OSU

§10.19 – DMNA

Leave for Licensure/Certification

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

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

ARTICLE 11

Workers' Compensation Benefit

Add as §11.2 (b)

(b) Eligible employees may be entitled to a supplemental wage payment not to exceed nine months per injury, in addition to the statutory wage benefit pursuant to the Workers' Compensation Law. Supplemental payments will be paid to employees whose disability is classified by the evaluating physician as "total" or "marked" and where a Workers' Compensation Law

wage payment is less than 60 percent of pre-disability wages, so that the total of the statutory payment and the supplemental payment provided by this Article equals 60 percent of their pre-disability gross wages. The pre-disability gross wages are defined as the sum of base annual salary, location pay, geographic differential, shift differential and inconvenience pay, received as of the date of the disability.

ARTICLE 14

Employee Development and Training

§14.1 The State and CSEA hereby reaffirm their commitment to increased productivity, upward career mobility and general employee development through educational and training opportunities and quality of work life through workplace improvement.

§14.2 Education, Development and Training Funds Funding

The State agrees to recommend the appropriation of funds by the Legislature in amount of ~~\$6,490,955~~ \$6,490,955 indicated in each year of the ~~2003-2007~~ 2003-2007 Agreement ~~\$4,800,000 in 1999-2000, \$4,962,358 in 2000-2001, \$5,138,266 in 2001-2002 and \$5,320,252 in 2002-2003,~~ for the purpose of providing quality of work life, education, developmental and training opportunities.

The State and CSEA shall review existing quality of work life, educational, developmental and training programs and make recommendations for program changes based upon the needs and desires of both the State and employees.

§14.3 Unit Specific Training

[ASU] Clerical and Secretarial Employees Advancement

A portion of the amounts identified in §14.2(a) above shall be available to support quality of work life, educational, developmental and training programs approved under the Clerical and Secretarial Employees Advancement Program (CSEAP) for employees in the ASU unit. Recommendations of specific programs to be funded shall be made by a Unit Specific CSEA/State Advisory Committee.

[ISU] Unit Specific Training

~~The State recognizes the importance of the educational, developmental, and specialized training programs developed pursuant to Section 14.3 of the prior negotiated Agreement. The State shall continue to improve those programs previously developed and implemented pursuant to Section 14.3, which are presently integrated into specific agency training programs.~~

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

~~Of the amounts identified in Section 14.2(a) above, a portion shall be available to support educational, developmental and training program approved under the Unit Specific Training Program directions shall include, but not be limited to, the following: apprenticeship programs applicable to direct care positions; advanced level, competency based in-service training programs for select positions; agreement with selected colleges to grant academic credit for in-service training programs~~

~~continuing advanced educational programs geared toward promoting long term employees to master level positions. Applications for funding or programs developed by the agency Labor/Management Committee shall be forwarded to the existing Statewide Labor/Management Committee with the responsibility to disburse these funds to the agencies affected.~~

~~On a quarterly basis the Statewide Labor/Management Committee will report to the President of CSEA, Inc. and the Director of the Governor's Office of Employee Relations as to the programs implemented and funds expended.~~

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

[OSU] Apprenticeship Unit Specific Training

A portion of the amounts identified in §14.2(a) above shall be available to support quality of work life, educational, developmental and training programs approved under the State/CSEA Apprenticeship Program for employees in the OSU unit

~~The State and CSEA shall continue the Joint Apprenticeship Committee to include, but not be limited to, oversight of the following:~~

~~Formal Apprenticeship~~

~~Identifying Operational Services Unit job titles suitable for apprenticeship;
Stimulating interest in developing and implementing apprenticeship program in cooperation with participating State agencies pursuant to basic standards established by the Committee.~~

~~Evaluating educational delivery components of the program to ensure cost efficiency as well as quality.~~

~~Other related training~~

~~Continuing to foster and develop in cooperation with State training to enhance skill levels, productivity and advancement potential;~~

~~Stimulating interest in, designing and developing specific programs in cooperation with State agencies to introduce practical skills to unskilled workers in the unit. The purpose of such programs will be to both enrich advancement potential and to enhance~~

the ability to perform present duties. Interfacing as appropriate with other joint State/CSEA training efforts to foster optimum training opportunities for employees in the unit.

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

[DMNA] Unit Specific Training

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

(b) **Determination of appropriate unit specific training program to be funded shall be by a State/CSEA Committee. The Committee shall be formed as soon as possible after the effective date of this Agreement, and shall include representatives of the State, Division and CSEA, as appropriate.**

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

The Committee's responsibility shall include, but not be limited to, the research and development of approaches to appropriate unit specific training needs of members of the bargaining unit. This shall include, where appropriate, purchasing participation in existing training programs.

§14.4 Joint CSEA/State Committee

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

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

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

§14.5 State Facilities

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

**ARTICLE 15
Safety and Health**

§15.2(d) Funding for Safety and Health Initiatives

The State shall seek the appropriation of funds by the Legislature in the amount of **\$416,785** in each year of the 2003-2007 Agreement, ~~\$550,000 in 1999-2000, \$364,736 in 2000-2001, \$380,522 in 2001-2002 and \$396,938 in 2002-2003~~, to support Committee Initiatives which shall include but not be limited to:

(Remainder of Article unchanged)

Article 21 – ~~Productivity and Quality of Working Life Committee~~ **(See Article 14)**

~~§21.1 During the term of this Agreement, there shall be a single, six member, Statewide Labor/Management Committee with responsibility to study, recommend and implement proposals concerning the major issues of productivity and the quality of work life. The Committee shall consist of three representatives selected by the State, three representatives selected by CSEA, all of whom shall be at policy levels within the respective organizations. The chairperson of the Committee shall be selected by the parties from among the Committee members.~~

~~§21.2 The Committee shall:~~

~~Address means of improving productivity and quality of working life through activities including, but not limited to, the following: (1) conducting methodological research; (2) undertaking productivity studies and demonstration projects; (3) investigating and establishing productivity incentive programs; (4) fostering quality of work life initiatives; (5) exploring and, where appropriate, fostering workplace and process improvement endeavors and/or other such initiatives.~~

~~The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of funds in the amount indicated in each year of the Agreement: \$770,000 in 1999-2000, \$798,754 in 2000-2001, \$829,568 in 2001-2002 and \$861,610 in 2002-2003, to fund the operation and programs of the Committee.~~

~~§21.3 Recommendations made by the Committee shall not be binding on either the State or CSEA, although they may form the basis for such agreements as the parties may wish to enter into or for future negotiations.~~

~~§21.4 In recognition that productivity and quality of work life are workplace issues which may transcend negotiating units, the parties agree to foster a coalition involving all employee groups in the State to address common concerns.~~

ARTICLE 23 (A/I/O) ARTICLE 19.5 (D)

Overtime Meal Allowance

Delete §23.1, §23.2, §23.3, and replace with:

§23.1 Overtime meal allowances shall be paid, subject to rules and regulations of the Comptroller, to employees when it is necessary and in the best interest of the State for such employees to work at least three

hours overtime on a regular working day or at least six hours overtime on other than a regular working day. Employees working at least six hours overtime on a regular working day or at least nine hours overtime on other than a regular working day shall receive two overtime meal allowances.

§23.2 The overtime meal allowance for employees in this unit shall be \$5.50.

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

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

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

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

ARTICLE 26 (ASU/ISU/OSU)

ARTICLE 41 (New) - DMNA

Job Classifications

The State, through the Office of the Director of Classification and Compensation, will provide to CSEA copies of any new or revised tentative classification specifications and standards for titles in the Administrative, Operational and Institutional Services Units for review and comment. CSEA will provide its comments, if any, to the Director of Classification and Compensation within ~~45~~ **30** calendar days after its receipt of such material. The specifications and standards will not be issued in final form during the ~~45~~ **30** calendar days in order to permit consideration of any comments submitted by CSEA.

ARTICLE 29 (ASU/ISU/OSU)

ARTICLE 23 – DMNA

Family Benefits Program/Work-Life Services

§29.1 In the second year of the Agreement, the State shall provide a contribution per DCAA account as follows:

Employee Gross Annual Salary	Employer Contribution
Up to \$35,000	\$400
\$35,001-\$55,000	\$300
Over \$55,000	\$200
Up to \$35,000	\$600
\$35,001-\$45,000	\$500
\$45,001-\$55,000	\$400
\$55,001-\$65,000	\$300
Over \$65,000	\$200

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

§29.2 In the interest of providing greater availability of dependent care and other services to CSEA represented employees and maximizing resources available, the Family Benefits Program may support additional initiatives as recommended by the Advisory Board. The existing resource and referral program currently available to New York City and Westchester County State employees shall be expanded by October 1, 2001, or as soon as practicable thereafter. In the event available funds are not fully expended for this purpose, residual funds will be reallocated pursuant to the recommendations of the Family Benefits Committee for the benefit of CSEA members.

§29.3 Transitional financial support of the network centers may continue for the first two years of the Agreement. Technical support and training to support child and elder care initiatives shall continue through the term of the Agreement. Host agency support is anticipated to continue throughout the Agreement. The State and CSEA remain committed to ensuring that all network childcare available to State employees is provided in safe, high quality centers. Therefore, the State and CSEA agree to:

**Continue financial support for health and safety grants for childcare network centers;
Provide technical support and training for child and elder care initiatives; and
Encourage the continuation of existing host agency support for childcare centers.**

§29.4 A joint labor/management advisory body, which recognizes the need for combined representation of all employee negotiating units and the State, will monitor and evaluate the family benefits program and other work-life services. The name of the New York State Labor/Management Child Care Advisory Committee (NYSLMCCAC) shall be changed to the Family Benefits Committee in recognition of its expanded role. The new Family Benefits Committee will continue to service as a multi-union joint labor/management advisory body to monitor and evaluate the family benefits

~~program.~~

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

§29.6 The State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amount of **\$2,124,455 in each year of \$1,820,000 for the 1999-2000 2003-2007 Agreement year, \$1,883,824 for the 2000-2001 Agreement year, \$1,952,181 for the 2001-2002 Agreement year, and \$2,023,200 for the 2002-2003 Agreement year** to fund the activities of the Family Benefits Committee Program.

ARTICLE 30

Employee Benefit Fund

§30.2 The State shall deposit in the CSEA Employee Benefit Fund an amount equal to ~~\$142.50~~ **\$175.00** per employee for each quarter of the year beginning April 1, ~~1999 2003~~ and ending March 31, ~~2000 2004~~ ; ~~\$142.50~~ **\$187.50** per employee for each quarter of the year beginning April 1, ~~2000 2004~~ and ending March 31, ~~2001 2005~~ ; ~~\$145.00~~ **\$200.00** per employee for each quarter of the year beginning April 1, ~~2001 2005~~ and ending March 31, ~~2002 2006~~ ; ~~\$148.75~~ **\$212.50** per employee for each quarter of the year beginning April 1, ~~2002 2006~~ and thereafter. Such amounts shall be deposited as soon as practicable after the first day of each quarter.

ARTICLE 38

Employee Assistance Program/Work-Life Services

In recognition of the mutual advantage to the employees and the employer inherent in an employee assistance program the State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation ~~indicated for in the amount of \$532,953 in each year of the 2003-2007 Agreement: \$450,000 in 1999-2000, \$468,066 in 2000-2001, \$487,133 in 2001-2002 and \$506,576 in 2002-2003~~, to continue the Employee Assistance Program effort. ~~The present A joint labor/management arrangement advisory body, which recognizes the need for combined representation of all employee negotiating units and the State, in a single work place employee assistance program, shall continue will monitor and evaluate the Employee Assistance Program and other Work-Life services.~~

Article 53 (ASU)/58 (ISU)/42 (DMNA)/57 (OSU)

Duration of Agreement

The term of this Agreement shall be from April 2, ~~1999 2003~~ to April 1, ~~2003 2007~~.

APPENDIX IV (ASU)/III (ISU & OSU)

Seasonal Employees

A. Compensation

Lump Sum Payment for Fiscal Year ~~1999-2000 2003-2004~~

Eligibility for a portion of the ~~\$500 \$800~~ lump sum payment shall extend to seasonal employees in employment status on March 31, ~~2000 2004~~ who have a total time in pay status of six (6) months or more during the preceding fiscal year; this six months of pay status shall be called the "qualifying period". For employees with more than six months of total time in pay status, the qualifying period shall be the last such six months in the respective fiscal year. Such employees paid on an hourly, per diem, or annual salaried basis who:

work a minimum of one-quarter time, but less than half-time, during their qualifying period shall receive ~~\$125 \$200~~ ;
work a minimum of half-time, but less than three-quarters time, during their qualifying period shall receive ~~\$250 \$400~~ ;
work a minimum of three-quarters time, but less than full-time, during their qualifying period shall receive ~~\$375 \$600~~ ;
work the equivalent of full time during their qualifying period shall receive ~~\$500 \$800~~ .

Such section shall not apply to employees paid on a fee schedule.

Salary Increase for Fiscal Year ~~1999-2000 2004-2005~~

1. Effective on ~~September 30, 1999 March 25, 2004~~ for employees on the administrative payroll and ~~October 7, 1999 April 1, 2004~~ for employees on the institutional payroll, the basic annual salary of employees in employment status on ~~September 20, 1999 and October 6, 1999 March 24, 2004 and March 31, 2004~~, respectively, shall be increased by ~~three (3) two and one-half (2.5)~~ percent.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on ~~September 20, 1999 or October 6, 1999 March 24, 2004 or March 31, 2004~~, as appropriate, but who were employed on a seasonal basis in fiscal year ~~1998-99 2003-2004~~ and become reemployed during the ~~1999-2000 2004-2005~~ fiscal year, will be eligible for an increase of ~~three (3.0) two and one-half (2.5)~~ percent effective on ~~September 30, 1999 March 25, 2004~~ for employees on the administrative payroll and ~~October 7, 1999 April 1, 2004~~ for employees on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1998-99 2003-2004~~ fiscal year who were not on the payroll on ~~September 20, 1999 or October 6, 1999 March 24, 2004 or March 31, 2004~~, as appropriate, but who were employed on a seasonal basis in fiscal year ~~1998-99 2003-2004~~ and become reemployed as detailed below, will be eligible to receive a salary as described below.
(a) Individuals newly hired in the Park and Recreation Aide

series shall receive the prevailing hiring rate for the particular Aide level to which they are being appointed.

(b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1998-99~~ ~~2003-2004~~ fiscal year who were not on the payroll on ~~September 29, 1999 or October 6, 1999~~ ~~March 24, 2004 or March 31, 2004~~, as appropriate, but who become reemployed during the ~~1999-2000~~ ~~2004-2005~~ fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by ~~three (3) two and one-half (2.5)~~ percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by three ~~three (3) two and one-half (2.5)~~ percent, or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed, unless such individual had at least 1500 hours in pay status during each of the previous two years, in which case, such individual will be eligible to receive the salary last received, increased by two and one-half (2.5) percent or the prevailing hiring rate of the previous Aide level, whichever is higher.

Salary Increase for Fiscal Year ~~2000-2001~~ ~~2005-2006~~

1. Effective on ~~March 29, 2000~~ ~~April 7, 2005~~ for employees on the administrative payroll and ~~April 6, 2000~~ ~~March 31, 2005~~ for employees on the institutional payroll, the basic annual salary of employees in employment status on ~~March 29, 2000 and April 5, 2000~~ ~~April 6, 2005 and March 30, 2005~~, respectively, shall be increased by ~~three (3) two and three-quarters (2.75)~~ percent.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on ~~March 29, 2000 or April 5, 2000~~ ~~April 6, 2005 or March 30, 2005~~, as appropriate, but who were employed on a seasonal basis in fiscal year ~~1999-2000~~ ~~2004-2005~~ and become reemployed during the ~~2000-2001~~ ~~2005-2006~~ fiscal year, will be eligible for an increase of ~~three (3.0) two and three-quarters (2.75)~~ percent effective on ~~March 29, 2000~~ ~~April 7, 2005~~ for employees on the administrative payroll and ~~April 6, 2000~~ ~~March 31, 2005~~ for employees on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1999-2000~~ ~~2004-2005~~ fiscal year who were not on the payroll on ~~March 29, 2000 or April 5, 2000~~ ~~April 6, 2005 or March 30, 2005~~, as appropriate, but who were employed on a seasonal basis in fiscal year ~~2000-2001~~ ~~2005-2006~~ and become reemployed as detailed below, will be eligible to receive a salary as described below.

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

(b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1999-2000~~ ~~2004-2005~~ fiscal year who were not on the payroll on ~~March 29, 2000 or April 5, 2000~~ ~~April 6, 2005 or March 30, 2005~~, as appropriate, but who become reemployed during the ~~2000-2001~~ ~~2005-2006~~ fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by ~~three (3) two and three-quarters (2.75)~~ percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by three ~~three (3) two and three-quarters (2.75)~~ percent, or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed, unless such individual had at least 1500 hours in pay status during each of the previous two years, in which case, such individual will be eligible to receive the salary last received, increased by two and three-quarters (2.75) percent or the prevailing hiring rate of the previous Aide level, whichever is higher.

Salary Increase for Fiscal Year ~~2001-2002~~ ~~2006-2007~~

1. Effective on ~~March 29, 2001~~ ~~April 6, 2006~~ for employees on the administrative payroll and ~~April 5, 2001~~ ~~March 30, 2006~~ for employees on the institutional payroll, the basic annual salary of employees in employment status on ~~March 29, 2001 and April 4, 2001~~ ~~April 5, 2006 and March 29, 2006~~, respectively, shall be increased by ~~three and one-half (3.5)~~ ~~three (3)~~ percent.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on ~~March 29, 2001 or April 4, 2001~~ ~~April 5, 2006 or March 29, 2006~~, as appropriate, but who were employed on a seasonal basis in fiscal year ~~2000-2001~~ ~~2005-2006~~ and become reemployed during the ~~2001-2002~~ ~~2006-2007~~ fiscal year, will be eligible for an increase of ~~three and one-half (3.5)~~ ~~three (3)~~ percent effective on ~~March 29, 2001~~ ~~April 6, 2006~~ for employees on the administrative payroll and ~~April 5, 2001~~ ~~March 30, 2006~~ for employees on the institutional payroll or the date of

hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~2000-2001~~ ~~2005-2006~~ fiscal year who were not on the payroll on ~~March 29, 2001 or April 4, 2001~~ ~~April 5, 2006 or March 29, 2006~~, as appropriate, but who were employed on a seasonal basis in fiscal year ~~2000-2001~~ ~~2005-2006~~ and become reemployed as detailed below, will be eligible to receive a salary as described below.

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

(b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~2000-2001~~ ~~2005-2006~~ fiscal year who were not on the payroll on ~~March 29, 2001 or April 4, 2001~~ ~~April 5, 2006 or March 29, 2006~~, as appropriate, but who become reemployed during the ~~2001-2002~~ ~~2006-2007~~ fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by ~~three and one-half (3.5)~~ ~~three (3)~~ percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by ~~three and one-half (3.5)~~ ~~three (3)~~ percent or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed, unless such individual had at least 1500 hours in pay status during each of the previous two years, in which case, such individual will be eligible to receive the salary last received, increased by three (3) percent or the prevailing hiring rate of the previous Aide level, whichever is higher.

Salary Increase for Fiscal Year ~~2002-2003~~ Effective April 1, 2007

1. Effective on ~~March 29, 2002~~ ~~April 1, 2007~~ for employees on the administrative payroll and ~~April 4, 2002~~ ~~for employees~~ on the institutional payroll, the basic annual salary of employees in employment status on ~~March 27, 2002 and April 3, 2002~~, respectively, ~~March 31, 2007~~ shall be increased by ~~three and one-half (3.5) percent~~ ~~8800~~.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on ~~March 27, 2002 or April 3, 2002~~, as appropriate ~~March 31, 2007~~, but who were employed on a seasonal basis in fiscal year ~~2001-2002~~ ~~2005-2006~~ and become reemployed during the ~~2002-2003~~ ~~2006-2007~~ fiscal year, will be eligible for an increase of ~~three and one-half (3.5) percent~~ ~~8800~~ effective on ~~March 29, 2002~~ ~~April 1, 2007~~ for employees on the administrative payroll and ~~April 4, 2002~~ ~~for employees~~ on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~2001-2002~~ ~~2005-2006~~ fiscal year who were not on the payroll on ~~March 27, 2002 or April 3, 2002~~, as appropriate ~~April 1, 2007~~ but who were employed on a seasonal basis in fiscal year ~~2001-2002~~ ~~2005-2006~~ and become reemployed as detailed below, will be eligible to receive a salary as described below.

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

(b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~2001-2002~~ ~~2005-2006~~ fiscal year who were not on the payroll on ~~March 27, 2002 or April 3, 2002~~, as appropriate ~~April 1, 2007~~ but who become reemployed during the ~~2002-2003~~ ~~2006-2007~~ fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by ~~of three and one-half (3.5) percent~~ ~~8800~~ or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by ~~of three and one-half (3.5) percent~~ ~~8800~~ or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed, unless such individual had at least 1500 hours in pay status during each of the previous two years, in which case, such individual will be eligible to receive the salary last received, increased by 8800 or the prevailing hiring rate of the previous Aide level, whichever is higher.

B. Holiday Compensation

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

(b) Seasonal employees not covered by the Attendance Rules who are

regularly employed on a 37.5 or 40 hour per week basis who work at least 25 days during the current seasonal period and who have been so employed during at least one of the two consecutive seasonal periods (4/1 to 9/30 and 10/1 to 3/31) immediately preceding the current seasonal period will be entitled to additional compensation at their hourly rate up to a maximum of eight hours for time worked on days during their employment in the current seasonal period which are observed as holidays by the State. Such compensation should be paid retroactively upon completion of five weeks work.

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

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

D. Health Insurance Coverage

Delete current 1, 2 and 3 – replace with:

Seasonal employees who, at the time of hire, are expected to be continuously employed on at least a half time basis for at least six months, shall be eligible to apply for health insurance coverage as of the date of employment. Coverage shall be subject to a 42 day new employee waiting period on the date of first employment, and benefits shall be available as of the 43rd day of employment, assuming the employee submitted a written application for coverage during the 42 day waiting period and was on the payroll or on authorized Workers' Compensation leave without pay for the entire 42 day waiting period.

Seasonal employees who, at the time of hire, are not expected to be continuously employed on at least a half time basis for at least six months, shall not be eligible for health benefits at the start of employment. However, upon actual completion of six months of continuous employment on at least a half time basis, an employee so hired shall become eligible to apply for health benefits. Coverage shall become effective following the completion of a 42 day new employee waiting period that commences on the day following their completion of six months of such a work schedule, assuming the employee submits a written application for coverage during the waiting period, and remains on the payroll or on authorized Workers' Compensation Leave without Pay for the entire 42 day waiting period.

Where the State establishes a seasonal position for six months or more, the appointee to that position shall not have his or her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance purposes. However, if that individual's service is broken for another reason, the individual shall not be eligible to continue coverage after employment is terminated, except as described in Section 4 below.

Should a seasonal employee who attained health insurance coverage under Section 1 or 2 above, leave the payroll and then be rehired subsequently, the employee shall retain eligibility for health insurance coverage upon rehire without being hired for an anticipated six month period of continuous employment on at least a half time basis, provided the employee is not off of the payroll more than six months. An employee so rehired may continue his or her health insurance by paying the full cost of coverage for the period of time he or she is off the payroll, or, if not rehired, until the date that is six months from the date of employment terminated.

Leave Donation (ASU-Appendix XI, ISU/OSU-Appendix X/DMNA-Appendix IX)

Program Description

The intent of the Leave Donation Program is to provide a means of assisting employees who, because of long-term personal illness, have exhausted their accrued leave credits and would otherwise be subject to a severe loss of income during a continuing absence from work. This Appendix extends the current provisions of the Leave Donation Pilot Program. However, provisions governing donation of leave credits across agency lines by employees other than family members will sunset close of business April 1, 2007 unless the parties mutually agree to extend such provisions beyond that date.

Eligibility Criteria - Donors

In order to donate vacation credits an employee of this unit must:

- be employed in the same department or agency or be a family member of an eligible recipient employed in another agency; or during the period commencing as soon as practicable following ratification through April 1, 2007 he an employee other than a family member employed in another agency;
- have a minimum vacation balance of at least ten days after making the donation, based on the donor's work schedule. Vacation credits which would otherwise be forfeited may not be donated.
- donor identity is kept strictly confidential.

Eligibility Criteria - Recipients

In order to receive donated leave credits, an employee of this unit must:

- be subject to the Attendance Rules or otherwise eligible to earn leave credits;
- be absent due to a non-occupational personal illness or disability for which medical documentation satisfactory to

management is submitted as required;
have exhausted all leave credits;
be expected to continue to be absent for at least two biweekly payroll periods following exhaustion of leave credits or sick leave at half-pay;
must not have had any disciplinary actions or unsatisfactory performance evaluations within the employee's last three years of State employment;
be employed in the same agency or department as the prospective donor though not necessarily in the same facility or location, or be a family member employed in another agency or during the period commencing as soon as practicable following ratification through April 1, 2007 be an employee other than a family member employed in another agency.

Donation to and from Employees in Other Units

Employees of this Unit may participate in the voluntary donation or receipt of accrued vacation credits with employees of other bargaining units or those designated M/C subject to the following conditions:

Vacation credits may only be donated, received, or credited between employees of the same department or agency or between family members employed in different agencies or during the period commencing as soon as practicable following ratification through April 1, 2007 be an employee other than a family member employed in another agency who are deemed eligible to participate in an authorized leave donation program, provided that there are simultaneously in effect a Leave Donation Exchange Memorandum of Agreement between the Governor's Office of Employee Relations and the employee organizations representing both the proposed recipient and the proposed donor, or applicable attendance rules for managerial or confidential employees.

The donations are governed by the provisions of the program applicable to the donor; receipt, crediting and use of donations are governed by the provisions of the program applicable to the recipient.

Restrictions on Donations

Only vacation credits which would not otherwise be forfeited may be donated. Credits must be donated in full-day units (7.5 or 8 hours). There is no limit on the number of times an eligible donor may make donations. Donated credits not used by recipients are returned to the donor, provided the donor is employed in the same agency as the recipient. Donated credits from employees outside the agency will NOT be returned.

There is no maximum number of days which a recipient employee may accept, provided, however, that donated credits cannot be used to extend employment beyond the point it would otherwise end by operation of law, rule or regulation. There is no maximum number of donors from whom an eligible employee may accept donations.

An employee's continuing eligibility to participate in this program must be reviewed by the agency personnel office at least every 30 days and more frequently if appropriate, based on current standards as to what constitutes satisfactory medical documentation.

Administrative Issues

The employing department or agency is responsible for verifying medical documentation, reviewing eligibility requirements, approving and processing donations, confirming employee acceptance of donations and transferring credits. This program is not subject to the grievance procedure contained in this Agreement.

For purposes of this Appendix, family shall be defined as any relative or any relative-in-law regardless of place of residence, or any person with whom the employee makes his or her home.

~~During calendar year 2001, the parties will review the ability of the State to offer leave donation across agency lines for employees other than family members.~~

APPENDIX XI (X-DMNA)

Delete Current Appendix and Replace with:

Productivity Enhancement Program.

This Appendix describes the Productivity Enhancement Program available to employees in the Administrative Services, Institutional Services, Operational Services and Division of Military and Naval Affairs Units. Detailed guidelines on program administration will be issued by the Department of Civil Service.

Program Overview

Eligible employees may elect to participate in the Productivity Enhancement Program. As detailed below, this program allows eligible employees to exchange previously accrued annual leave (vacation) and/or personal leave in return for a credit to be applied toward their employee share NYSHIP premiums on a biweekly basis. The first phase of the Productivity Enhancement Program will be available for the period July 1 through December 31, 2004. The second phase of the program will be available for the entire 2005 and 2006 calendar years. In each phase of the program the credit is divided evenly among the State paydays that fall within that phase of the program.

Disputes arising from this program are not subject to the grievance procedure contained in this Agreement. This is a pilot program that will sunset on December 31, 2006 unless extended by mutual agreement of the parties.

Eligibility/Enrollment

In order to enroll an employee must:

Be a classified or unclassified service employee in a title below Salary Grade 18 or equated to a position below Salary Grade 18.

Be an employee covered by the New York State/CSEA Collective Bargaining Agreements;

Have a sufficient leave balance to make the full leave forfeiture at the time of enrollment without bringing their combined annual and personal leave balances below 8 days; and

Be a NYSHIP enrollee (contract holder) in either the Empire Plan or an HMO at the time of enrollment.

Part-time employees who meet these eligibility requirements will be eligible to participate on a prorated basis.

Once enrolled, employees continue to participate unless they separate from State service or cease to be NYSHIP contract holders. Leave forfeited in association with either phase of this program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.

The credit established upon enrollment in either phase of the program will be adjusted only if the employee moves between individual and family coverage under NYSHIP during that phase.

Open dates for enrollment are detailed below. Employees who enroll in the first phase of the program will be required to submit a separate enrollment if they wish to participate in the second phase of the program.

Phase I

The enrollment period for the 2004 portion of the Productivity Enhancement Program will run from April 12, 2004 through May 14, 2004. Full-time employees who enroll in this first phase of the program will forfeit a total of 1.5 days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to \$200 to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks issued between July 1, 2004 and December 31, 2004 (specific dates may change pending examination of payroll calendar).

Eligible part-time employees will forfeit a total of 1.5 prorated days of annual and/or personal leave and receive a prorated credit toward the employee share of their health insurance premiums based on their payroll percentage.

Phase II

The enrollment period for the 2005 portion of the Productivity Enhancement Program will run from November 1, 2004 through November 26, 2004. Full-time employees who enroll in this second phase of the program will forfeit a total of 3 days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to \$400 to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks issued between January 1, 2005 and December 31, 2005 (specific dates may change pending examination of payroll calendar).

The enrollment period for the 2006 portion of the Productivity Enhancement Program will run from November 1, 2005 through November 26, 2005. Full-time employees who enroll in this second phase of the program will forfeit a total of 3 days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to \$400 to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks issued between January 1, 2006 and December 31, 2006 (specific dates may change pending examination of payroll calendar).

Eligible part-time employees will forfeit a total of 3 prorated days of annual and/or personal leave and receive a prorated credit toward the employee share of their health insurance premiums based on their payroll percentage.

APPENDIX XII (ASU/DMNA)/XIII (OSU/ISU)

Leave Adjustment Program for Part-Time Annual Salaried Employees

The following describes the benefit available to eligible part-time annual salaried employees scheduled to work additional hours beyond their payroll percentage. Agencies must set up a procedure to review time records to provide the negotiated benefit described below.

This program is no longer a pilot program.

Eligibility

The provisions of this Program apply to eligible part-time annual salaried employees scheduled to work hours in excess of their payroll percentage.

In order to participate in this Program, part-time annual salaried employees must be employed to work a schedule equated to their payroll percentage which entitles them to earn leave credits under the Attendance Rules (either five days per week or at least half-time per biweekly pay period), not including the additional time worked above their payroll

percentage.

"Employed to work a schedule" that entitles the employee to earn leave credits under the Attendance Rules means that the schedule assigned to the employee qualifies for the earning of leave credits under the Attendance Rules. The employee need not actually work that schedule each pay period in order to remain eligible. The employee may be on paid or unpaid leave from a qualifying schedule.

The additional time worked cannot be counted to qualify an otherwise ineligible employee to earn leave credits under the Attendance Rules. Leave credits can be granted for additional time worked only as described in this Program to part-time annual salaried employees already eligible to earn leave credits under the Attendance Rules for their work schedule equated to their payroll percentage.

For example, an employee with a payroll percentage of 40% and corresponding work schedule of four days per pay period cannot participate in the Program even though the employee works additional time for a fifth day each pay period because the employee's work schedule based on his/her payroll percentage is not a qualifying schedule. On the other hand, an employee with a payroll percentage of 50% earns leave credits under the Attendance Rules based on the work schedule corresponding to his/her payroll percentage and is eligible to be granted vacation, sick leave and personal leave adjustment credits for additional time worked beyond his/her 50% schedule under this Program.

Participating employees are not eligible to be credited under this Program for additional hours worked in excess of the normal 37.5 or 40-hour workweek.

Vacation and Sick Leave

Agencies must review the additional time worked by eligible part-time annual salaried employees twice a year, for payrolls 1-13 and for payrolls 14-26. Additional vacation and sick leave will be credited within 60 days after the end of payroll period 13 and within 60 days after the end of payroll period 26.

The first crediting of additional vacation and sick leave occurred within a 60-day recording period following pay period 13 of fiscal year 2000-2001.

The provisions regarding the special rate for calculating vacation adjustment credits for employees who earn vacation at the 20-day rate apply to additional hours worked beginning in pay period 1 of fiscal year 2004-2005. The first crediting at this rate will occur within a 60-day period following the end of pay period 13 of fiscal year 2004-2005.

- Agencies must credit eligible employees with vacation and sick leave adjustment credits proportional to the additional hours worked during the 13 pay periods under review.

Sick Leave Adjustment Credits

An employee must have worked a minimum of five (5) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of sick leave. Eligible employees are credited with one-quarter (1/4) hour of sick leave for every five (5) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see (c) below).

Vacation Adjustment Credits for Employees Who Accrue at the Thirteen-Day Rate

An employee who earns vacation at the 13-day rate must have worked a minimum of five (5) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of vacation. Eligible employees are credited with one-quarter (1/4) hour of vacation for every five (5) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see (c) below).

Vacation Adjustment Credits for Employees Who Accrue at the Twenty-Day Rate

An employee who earns vacation at the 20-day rate must have worked a minimum of three and one quarter (3.25) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of vacation. Eligible employees are credited with one-quarter (1/4) hour of vacation for every three and one quarter (3.25) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see (c) below).

When an employee's seventh anniversary date falls during the 13 pay periods under review, the employee will be credited with vacation adjustment credits at the 13-day rate for those 13 pay periods and thereafter will be credited with vacation adjustment credits at the 20-day rate.

Some examples follow:

A.1. During payroll periods 1-13 of 2004, a half-time ISU employee with three years of creditable service works a total of 80 hours beyond her normal half-time schedule. This employee would be credited with an additional four (4) hours of vacation and four (4) hours of sick leave within 60 days after payroll period 13. (80 hours of additional time worked divided by 5 hours = 16 five-hour segments multiplied by .25 hour credited for each 5 hours of additional time worked = four (4) hours of additional vacation and four (4) hours of additional sick leave.)

A.2. During payroll periods 14-26, this employee works 155 hours above her payroll percentage and earns 7.75 hours of additional vacation and 7.75 hours of additional sick leave. (155 hours divided by 5 hours = 31 five-hour segments multiplied by .25 hour credited for each 5 hours of additional time worked = 7.75 hours of additional vacation and 7.75 hours of additional sick leave credit.)

B.1. During payroll periods 1-13 of 2004, a half-time ISU employee with ten years of creditable service works a total of 80 hours beyond her normal half-time schedule. This employee would be credited with an additional six and one quarter (6.25) hours of vacation and four (4) hours of sick leave within 60 days after payroll period 13. The vacation is calculated as follows: 80 hours of additional time worked divided by 3.25 hours = 24.62 three and one-quarter hour segments multiplied by .25 hour credited for each 3.25 hours of additional time worked = 6.15 hours. Rounding to the nearest quarter hour, the employee receives 6.25 hours of additional vacation. The sick leave is calculated as described in example A.1 above.

B.2. During payroll periods 14-26, this employee works 155 hours above her payroll percentage and earns 12 hours of additional vacation and 7.75 hours of additional sick leave. The vacation is calculated as follows: 155 hours divided by 3.25 hours = 47.69 three and one quarter hour segments multiplied by .25 hour credited for each 3.25 hours of additional time worked = 11.92 hours. Rounding to the nearest quarter hour, the employee receives 12 hours of additional vacation. The sick leave is calculated as described in example A.2 above.

Employees must charge accruals on the basis of the total number of hours the employee is scheduled to work on a given day, beginning with the first day following the payroll period in which the employee is first credited with additional vacation and sick leave under this Program. Until the first time the employee is credited with additional vacation and sick leave, the employee who takes a day off charges credits only to cover the normal schedule corresponding to the payroll percent and not to cover any additional scheduled hours. The employee simply does not receive pay for those additional hours. Beginning with the pay period after being credited for the first time with additional vacation and sick leave, the employee is required to charge credits for all scheduled hours on a given day, including any additional scheduled hours, and therefore receives pay for those additional hours.

For example, a 50 percent employee on the administrative payroll cycle who works 20 hours per week, four hours per day, begins working additional time for the first time in pay period 1 in fiscal year 2004-2005. On November 1, 2004, the employee takes a day of sick leave, charges 4 hours to cover his normal schedule, and receives 4 hours pay for the day, even though he was scheduled to work additional time on that day. On November 3, 2004, the last day of a pay period, the employee is credited for the first time with additional vacation and sick leave under this Program for pay periods 1 through 13. On November 4, 2004, the employee takes a day of vacation. His work schedule on that day is 8 hours, including 4 hours of additional time. He is required to charge 8 hours to cover his full schedule, and receives 8 hours pay for the day.

4. Vacation and sick leave adjustment credits must be added to the employee's regular vacation and sick leave balances. Employees continue to be subject to a prorated sick leave maximum, and to a prorated vacation maximum on April 1 of each year, based on their payroll percentage. Employees who separate from State service receive a lump sum payment for unused vacation of up to 30 prorated days based on their payroll percentage. Separating employees should be credited as of the date of separation with any additional leave to which they are entitled under this Program so that such leave can be included in the vacation lump sum payment and, for retirees, in the calculation of retirement service credit and the sick leave credit for health insurance in retirement, subject to applicable maximums based on the employee's payroll percentage.

Personal Leave

Agencies must review the additional time worked by eligible part-time annual salaried employees once a year. Employees who work additional time will be credited with personal leave adjustment credit once a year on the personal leave adjustment date. The personal leave adjustment date will not change if the employee is not in pay status on that date. The first personal leave adjustment date was May 30, 2001 for the period April 1, 2000 through March 31, 2001.

Agencies must credit eligible employees with personal leave adjustment credits proportional to the number of additional hours worked during the 26 pay periods under review. An employee must have worked a minimum of 13 hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of personal leave. Eligible employees are credited with one-quarter (1/4) hour of personal leave for every 13 hours of additional time worked during the 26 pay periods under review. For this purpose, time worked includes time charged to leave credits.

For example, during the period April 1, 2004 through March 31, 2005, an ISU employee works a total of 235 hours beyond her payroll percentage and earns 4.50 hours of personal leave adjustment time. (235 hours of additional time worked divided by 13 hours = 18.08 13-hour segments multiplied by .25 hour credited for each 13 hours of additional time worked = 4.52 hours. Rounding to the nearest quarter hour, the employee received 4.50 hours of personal leave adjustment credit.)

Employees must charge accruals on the basis of the total number of hours the employee is scheduled to work on a given day beginning with the first day following the pay period in which the employee is first credited with additional vacation and sick leave credits under this Program (see Vacation and Sick Leave (3) above.)

Personal leave adjustment credits accrued as a result of additional time worked will be kept in a separate leave category called "Personal Leave Adjustment."

An employee will have 12 months from the personal leave adjustment date to use personal leave adjustment credits. Unused leave will lapse at close of business on the day prior to the personal leave adjustment date.

6 If the payroll percentage of an eligible employee changes (i.e., 50% to 75%, 50% to 100%, etc.) the employee's unused regular personal leave balance will be converted to days based on the new percentage. Personal leave adjustment time will not be carried forward.

Additional Issues

Agencies or facilities may develop procedures in local labor/management regarding access during the 60-day recording period, in cases of special need for leave, to vacation, sick leave and personal leave adjustment credits earned but not yet recorded.

ASU CONTRACT CHANGES

ARTICLE 44
Seniority

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

\$44.2 No Change
\$44.3 No Change
\$44.4 No Change
\$44.5 No Change

APPENDIX I
CLERICAL AND SECRETARIAL EMPLOYEES
ADVANCEMENT PROGRAM (CSEAP)
MEMORANDUM OF INTENT
Delete Entire Appendix from Contract

ISU CONTRACT CHANGES

ARTICLE 49

Uniforms
\$49.1 Uniform Maintenance Allowance
(a) The State will recommend to the Legislature that each employee in the following titles shall be provided an annual maintenance allowance of \$40 \$48 if a part-time employee and \$60 \$68 if a full-time employee: Food Service Titles, Mental Hygiene Health, Therapy Aides, Hospital Attendants, Hospital Clinical Assistants, Licensed Practical Nurses, Youth Division Aide, Cadet Leaders 1-3, Wilderness Challenge Aides and Medical Office Assistant.

(b) Provided, however, that the employees who receive a regular uniform service or are not required to wear uniforms shall not be eligible for this

allowance.

\$49.2 Work Related Clothing Allowance
(a) The State will recommend to the Legislature that each employee in the following titles receive \$40 \$38 in each year of the Agreement to provide work related clothing: Farmers, Farm Hand, Industrial Training Supervisors, Housekeeper, Lab Worker, Lab Technicians, Lab Aide, Lab Helper, Lab Caretaker, Barber, Beautician, Dental Hygienists and Dental Assistants.

(b) Provided, however, employees who receive work related clothing shall not be eligible for this allowance.

OSU CONTRACT CHANGES

ARTICLE 10
Attendance and Leave

(Except as Noted in Non-Unit Changes, Article Remains Unchanged)
\$10.12 Tardiness Emergency Duties
An appointing authority may shall excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer ambulance squad members, volunteer firefighters and enrolled civil defense volunteers. In such cases, the appointing authority may require the employee to submit satisfactory evidence that the lateness was due to such emergency duty.

ARTICLE 44

Definition of Seniority
\$44.1 Seniority as used in Section 10.6 and Articles 27 and 50 shall mean length of continuous service* in:
(a) Office Mental Health - Main Office, Regional Office or equivalent, or Institution;
(b) Office of Mental Retardation and Developmental Disabilities - Main Office, Regional Office or equivalent, or Institution;
(c) Department of Transportation - Main Office, Regional Office, Residency, Regional Equipment Management Shop or Sign Shop, Regional Special Crew;
(d) State University System - Main Office or Campus;
(e) Office of Children and Family Services - Institution, Camp or Main Office;
(f) Office of Alcoholism and Substance Abuse Services - Main Office or Facility;
(g) Correctional Services - Main Office or Institution;
(h) Office of General Services - City;
(i) Office of Parks, Recreation and Historic Preservation- Park Region or Main Office;
(j) Health - Institution, Main Office or State Laboratory
(k) Education - Main Office or State Schools;
(l) Environmental Conservation - Main Office or Region;
(m) All Other Departments - Main Office or City;
(n) Division of State Police - Troop or Division Headquarters.

\$44.2 In the event of a facility closure, an employee who exercises layoff rights, is employed by the same agency and is employed within the same title series shall, for purposes outlined in this Article, be given credit for their continuous service in the closed entity.

*For the purposes of this definition, length of continuous service shall mean time employed continuously within the entity described above. Permanent, provisional, temporary and less than full-time (non-seasonal) prorated is considered service. Approved leaves of absence (e.g., Military Leave, Maternity Leave, Child-Rearing Leave, Probationary Leave) shall constitute an interruption of service.

ARTICLE 49

Work-Related Clothing

\$49.1 (a) The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of funds indicated in the amount of \$881,457, for each year of the 2003-2007 Agreement - \$750,906 in 1999-2000, \$772,486 in 2000-2001, \$808,185 in 2001-2002 and \$829,483 in 2002-2003 to be used for Operational Services Unit employees work-related clothing.

\$49.2 Tools

(a) Official department and agency practices regarding the furnishing of tools in existence on the effective date of the Agreement shall remain in effect for the term of the Agreement.

(b) The State shall appropriate funds in the amount indicated in of \$21,814 for each year of the 2003-2007 Agreement - \$10,000 in 1999-2000, \$13,370 in 2000-2001, \$17,010 in 2001-2002 and \$20,775 in 2002-2003 to be administered by the State Comptroller, to be used to reimburse employees required to provide personal tools used in the performance of his/her job for loss due to fire or theft at the employer's premises, up to a maximum of \$2,000 subject to the following conditions:

(c) Employees required by the State to provide a personal tool inventory for use in the performance of their jobs shall receive an annual allowance of \$450 \$175 in each year of the Agreement. Such allowance will be paid during June of each year of the Agreement. Only employees in the State's employ at the time of payment are eligible for the allowance.

ARTICLE 51

Winter Maintenance Department of Transportation

(c) Work Location and Shift Assignments
(1) Where shifts are established and regional special crew, residency special crew and non-special crew personnel are integrated for the primary purpose of snow and ice control, assignments to shifts shall be made from among those employees subject to the provisions of Article 50. Regional special crew

personnel so integrated shall have only their regional special crew seniority credited for purposes of shift assignment. Residency special crew personnel so integrated shall have their residency/sub-residency seniority credited for purposes of shift assignment.

Special crew personnel not primarily assigned to snow and ice control, if shifted, shall be assigned to shifts subject to the provisions of Article 50.

For shift assignment, seniority shall mean length of continuous service in the Regional DOT Transportation Maintenance Division.

(2) Special crew seniority applies to shift assignment. Special crew personnel who are integrated for the primary purpose of snow and ice control will not displace transportation maintenance residency personnel from their work location.

(3) For work locations operating only for the Winter Maintenance Season, transportation maintenance residency personnel and special crew personnel shall have their seniority integrated for work location and shift assignment.

~~(4)~~ (4) Employees assigned to winter maintenance shifts which require them to change their normal working hours to a shift, any part of which falls between the hours of 6:00 p.m. and 6:00 a.m. on a regularly scheduled basis, shall receive ~~\$300~~ **\$375** for each year of the Agreement winter maintenance seasons. Employees eligible to receive the foregoing payment shall not receive inconvenience pay during the period of their winter maintenance shift. Payment will be made during December of the respective season.

(5) An employee shall receive a two-week notice of shift change at the beginning and the end of the Winter Maintenance Season.

(d) Call-Out Response Plan

(1) In recognition of the necessity for employees of the Highway Maintenance Division engaged in winter maintenance activities to be responsive to unscheduled call-outs, and to ensure an acceptable level of service, the following call-out response plan will be in operation:

(a) In instances where an individual is called out ten or more times during the season and:

Responds To:	Receives:
75% calls	\$200
85% calls	\$250 \$250
95% calls	\$300 \$400

DMNA Contract Changes

**ARTICLE 7
Compensation**

§7.19 Pre-Shift Briefings

Airbase Security Guards are required to assemble for briefing for fifteen minutes prior to the commencement of their tours of duty. In recognition of the above, each employee shall be paid at the rate of ~~\$20~~ **\$30** per week in addition to base pay, ~~effective April 1, 1994~~. Such payment shall be in lieu of all other payments in compensation for that time worked.

**ARTICLE 10
Attendance and Leave**

§10.8 Medical Certificates

(a) Medical certificates submitted by an employee are (1) confidential, (2) must be received by the immediate supervisor, (3) the information shall not be released to any unauthorized person.

Recognizing that there may be occasions when an employee desires that the content of a medical certificate be kept strictly confidential, the Division shall designate one person in a particular department or facility to receive the medical information and transmit the authorization for use of sick leave credits and/or anticipated date of return to duty back to the employee's immediate supervisor.

This procedure will not be routinely used by employees except in instances where extreme confidentiality concerns exist. Where the department/facility head determines that this privilege is being abused by an individual employee, the privilege may be discontinued for that employee at the Division's discretion.

(b) A doctor's certificate will not be routinely required for absences of three (3) days or less due to illness. When the Division determines that the employee shall be required to provide medical documentation solely as a result of review of the employee's attendance record, such requirement shall follow counseling, written notice to the employee, and shall commence subsequent to such notice.

The requirement placed on the employee shall be of reasonable duration, and the employee shall be advised of that duration when notified of the requirement.

**ARTICLE 19
Distribution of Overtime, Recall Pay, Scheduling Shift Changes, Standby On-Call Rosters and Overtime Meal Allowance**
§19.1 Distribution of Overtime

(f) If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, he/she shall be rescheduled for overtime work the next time overtime work is required, in accordance with paragraph ~~22~~ **19.1**(a) above.

(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) Nothing in paragraphs ~~22~~ **19.1**(a), ~~22~~ **19.1**(b) and ~~22~~ **19.1**(c) above shall prevent the establishment of mutually agreed to local arrangements regarding the method by which overtime is offered to employees.

§19.2 Recall Pay

An employee who is recalled to work unscheduled overtime after having completed his/her scheduled work period and left his/her scheduled work station shall be guaranteed a minimum of one-half day's overtime compensation.

§19.3 Shift Changes

Delete current (a), (b) and (c) and replace with:

~~(a)~~ Regularly scheduled days off shall not be changed for the purpose of avoiding the payment of overtime. **There shall be no rescheduling of days off or tours of duty to avoid the payment of overtime compensation except in a specific case, upon one week's notice, and when necessary to provide for the continuation of Division services.**

~~(b)~~ 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 Division shall inform CSEA of such contemplated change and provide CSEA with an adequate opportunity to review the impact of such change with the Division at the appropriate level.

(b) Less than full-time employees whose regularly scheduled workday exceeds eight hours will also be eligible for a meal allowance if they work, consecutively, their regular schedule plus at least three (3) hours, as contained in §19.4 ~~2~~.

**ARTICLE 24
Out-of-Title Work**

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

~~(2) After receipt of such an appeal, the Adjutant General shall review and formulate an opinion concerning whether or not the assigned duties are substantially different from those appropriate to the title to which the employee is certified. The Adjutant General shall, within sixty (60) calendar days of receipt of the appeal, forward his or her opinion to the Director of the Governor's Office of Employee Relations for implementation.~~

~~(4)~~ (2) If the grievance is sustained by the Division and a monetary award is recommended, a request for affirmation of the Division decision shall be filed by the Division with the Director of the Adjutant General within fifteen calendar days of issuance of the Division opinion. Copies of the request for affirmation shall be sent to the Director of the Governor's Office of Employee Relations, the CSEA Labor Relations Specialist and the CSEA Local. Such request shall be processed in the manner of an appeal in accordance with the provisions of Article 24.2 (c) ~~(2)~~ **(d) and (e)**. The request for affirmation shall include a copy of the original grievance and Division opinion. No monetary award may be granted without an affirmative recommendation by the Director of the Governor's Office of Employee Relations.

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

~~(d)~~ If such opinion is in the affirmative, the Director of the Governor's Office of Employee Relations or the Director's designee shall direct the Division forthwith to discontinue such assignment.

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

certified mailing of the grievance to the Division, or date filed with the facility or unit head or designee, whichever is later.

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

(c) If such substantially different duties were assigned by proper authority during the continuance of a temporary emergency situation, the Director of the Governor's Office of Employee Relations or the Director's designee shall dismiss the grievance.

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

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

**ARTICLE 28
Posting and Job Vacancies**

§28.1 ~~(a)~~ The Division shall establish and maintain procedures for distributing or posting announcements of permanent and temporary vacancies at least 15 calendar days prior to the date they are to be filled. Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for appointment, and the number and work location of the vacancies. A copy of all announcements for permanent or temporary vacancies issued by the Division shall be forwarded to the CSEA Division Local Presidents and CSEA Headquarters.

~~§28.2 (b)~~ When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice thereof with the Division provided, however, that such notice must be filed within 15 calendar days following the announcement of the vacancy.

~~§28.3 (c)~~ An employee in this Unit who wishes to be considered for a job vacancy announced in accordance with provisions of this section may apply for such vacancy within 15 calendar days following the announcement. An employee shall include in such application their date of initial appointment to Division service which, for purposes of this Article, shall serve as their seniority date. Employees who apply and meet the minimum qualifications required for appointment shall be interviewed. Employees who are interviewed but not selected shall be notified in writing as soon as possible. In addition, upon request, such employee shall be entitled to a meeting to discuss the reasons for non-selection. In considering employees for reassignment to a job vacancy as provided for herein, seniority shall be a factor where there is no distinction between employees with respect to factors relevant to the ability of the employees to perform the required duties and responsibilities satisfactorily.

~~§28.4~~ Grievances alleging violation of this Article may be processed through the grievance procedure only to the Governor's Office of Employee Relations and shall not be arbitrable.

§28.5 The Division shall establish and maintain procedures for notifying appropriate CSEA Division Local Presidents that appointments have been made to positions for which announcements of vacancies have been distributed or posted as prescribed herein.

§28.6 The Division shall be responsible for establishing and maintaining procedures to insure that Civil Service examination announcements are distributed or posted so that qualified employees have a reasonable opportunity to learn of pending examinations.

ARTICLE 32

Workday/Workweek

§32. (b) In the case of shift operations, subject to the operating needs of the Division, normal starting times of shifts shall commence between the following hours: day shift - 6:00 a.m. to 8:00 a.m.; evening shift - 2:00 p.m. to 4:00 p.m.; night shift - 10:00 p.m. to 12:00 midnight.

(1) A temporary deviation in the established shift starting time, of four (4) hours or less to meet an operating need of the Division, shall not constitute a shift change as specified in Article ~~22~~ **19.3** **Overtime, Recall and Scheduling Shift Changes.**

(2) Permanent changes to established shift starting times including movement within the time frames established in (b) above, may be made by the Division, with the approval of the employee(s). Failing such approval the Division shall consult with CSEA prior to the change. **Employees affected by the change, except in emergencies, shall be provided with a minimum of 30 days written notice prior to the effective date of the change.**

(3) Subject to the operating needs of the Division, the normal workweek of full-time employees assigned to shifts shall consist of five consecutive working days followed by two consecutive days off.

S32.3 A shift employee who is granted leave for jury duty shall have his/her shift changed, to the extent practicable, to the normal day shift for the duration of jury duty. Such shift change shall not occur more frequently than once every two years.

**ARTICLE 38
(NEW) Civil Service Law Section 72 Hearings**

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

**ARTICLE 39
(New) Uniform Maintenance Allowance**

(a) The Division shall provide a uniform compliment described below to each Air Base Security Guard, Air Base Security Guard Investigator and Senior Air Base Security Guard.

**3 Shirts/Gun Belt
3 Pants Holster
1 Jacket Ammo Pouch
1 Pair Boots Handcuffs (w/case)
2 Hats Winter Coat
1 Pair Gloves Rain Coat
1 Pants Belt NYS Patches
1 Name Tag**

(b) The Division shall provide a uniform complement pursuant to NGR 5-1/ANGI 63-101.

(c) Each employee shall be provided an annual maintenance allowance of \$52, provided however that the employees who receive a regular uniform service shall not be eligible for this allowance.

(d) If the employee's uniform and/or issued equipment is damaged, destroyed or lost, the Division will pay the cost of such replacement or repair, as soon as practicable, provided the employee was not negligent in the damage, destruction or loss.

**ARTICLE 40
(New) Reimbursement for Property Damage**

(a) 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.

(b) The Employer agrees to provide for payments of up to that amount stated in Section 115, Subparagraph 3 of the State Finance Law out of local funds at the institution level as provided by subdivision 12 of Section 8 of the State Finance Law.

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

(d) The State shall appropriate an amount not to exceed \$25,000 for each year of this Agreement to be administered by the Comptroller, to reimburse employees for personal property damage or destruction not covered by the provisions of subdivision 12 of Section 8 of the State Finance Law, subject to the following:

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

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

(g) Disputes regarding final disposition of claims pursued under this provision shall not be arbitrable. The employee's recourse shall be the Court of Claims.

SIDE LETTERS:

**Article 7
Special Assignment to Duty Pay
(Text of Side Letter)**

This will confirm the understanding reached in the 2003-07 State/CSEA Agreement regarding the pilot project on Special Assignment to Duty Pay.

The pilot project will sunset on April 1, 2007 unless continued by mutual agreement of the parties.

State agencies administer comprehensive Employee Safety and Health

Programs to assure to the best of their ability, the safety and health of all New York State employees. Risk assessment and reduction are key elements of these programs, and have proven historically successful in minimizing employee injuries. However, there are certain assignments and/or locations, which present inherent vulnerability to employees that are unavoidable, despite the best efforts of State agencies to eliminate or minimize the risk associated with such assignments/locations. During the initial analysis it was determined that principal among these is proximity to live vehicular traffic on highway rights-of-way. To compensate for this unavoidable fact, agencies that have these concerns in delivery of their core missions will be provided compensation that will recognize these inherent occupation-related exposures.

Duty Assignments

Highway Rights-of-Way are intended to include all Interstate Routes within NYS, all NYS highway routes, and all NYS parkway systems. At this time, the following assignments constitute an exposure to inherent danger by virtue of unavoidable proximity to vehicular traffic within the highway Rights-of-Way (ROW). The list is not intended to be all-inclusive or exclusive:

Highway infrastructure (roads/bridges) maintenance, repair and replacement, pavement marking, tree pruning and removal, traffic signal and sign installation and repair, roadside mowing, and debris cleanup.

Truck inspection.
Motorist assistance (i.e., H.E.L.P. Teams).

Assignments that exclusively require operation of a motor vehicle (driving) are not eligible for Special Pay unless it is integral to assignments described above that are conducted within the highway ROW.

Benefit

Employees who routinely work in the duty assignments outlined above at least 50% or more of time actually worked in a calendar year are eligible for an annual lump sum payment of \$500. Such payment will be made in the last pay period in the Fiscal Year beginning with Fiscal Year 2004-2005 following the calendar year in which the assignment was performed. Assignment to such duties is the sole prerogative of management in accordance with present policies and procedures.

If during the eligibility period an employee is formally disciplined for violations of safety rules or policies, or for conduct relating to an unsafe act, or who fails to meet expectations regarding a safety-related standard as part of the routine performance evaluation program, this benefit will not be paid. The benefit is not grievable.

For purposes of this section, an employee is deemed to have been formally disciplined for the specified reasons if any of the following conditions occurred: a Notice of Discipline was settled within 12 months of the date of payment, or the employee has been found guilty of the Notice of Discipline within 12 months of the date of payment. It does not include Notices of Discipline regarding anything other than the subject matter specified above, nor any dismissed by an arbitrator or withdrawn by the appointing authority. In addition, unsatisfactory performance ratings, which are reversed on appeal, will require the payment of the benefit.

Qualifying Process

At the conclusion of the calendar year management will produce documentation to support which employees are not qualified for this benefit. For program areas with the capability, a report will be produced of non-qualifying functions and hours expended on the non-qualifying activities. For program areas without this capability a more generalized report listing the individuals not qualified for the benefit and the reasons wherefore will be produced. Employees determined by management not qualified for this benefit, based upon this review, will be notified in writing by management, within 45 days. These employees may have access to background data supporting the report and will be afforded the opportunity to challenge the assessment. Any relevant information submitted by a challenging employee will be considered by management and a final determination will be made within 45 days. The qualifying process and any subsequent review is not grievable.

**RE: Article 7
Special Assignment to Duty Labor/Management Committee
(Text of Side Letter)**

In addition to the provisions of the side-letter agreement providing Special Assignment to Duty Pay for eligible unit employees we agree to the following:

During the term of the Agreement, the State and CSEA will establish a Joint Labor Management Committee to review additional activities that may constitute Special Assignments to Duty, which would be eligible for payments. You have mentioned asbestos removal, and related activities, pesticide application, certain patient/client activities and working heights as issues for review and it is our intent to do so however, the decision to include any additional activities will be the responsibility of management with consultation with the union. The final determination will not be subject to the grievance process.

**RE: Long-Term Seasonal Employees
Office of Parks, Recreation and Historic Preservation
Department of Environmental Conservation**

(Text of Side Letter)

Long-Term Seasonal Employees are an important component of New York

State's workforce. The Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation have the largest number of such employees. The following benefits will be extended to the long-term seasonal employees within the Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation.

Effective upon ratification of this Agreement salary protection is guaranteed for an employee with two consecutive years of service if subsequently appointed to an annual-salaried position or another seasonal position. An employee would meet the two consecutive years of service requirement if he or she has had at least 1500 hours in pay status during each of the previous two years. Such a guarantee provides that no seasonal employee shall be paid less than the annualized earnings (excluding overtime) for the calendar year immediately preceding the appointment to the annual-salaried position or another seasonal position. However, such salary protection shall not enable a seasonal employee to receive a salary above the job rate of the annual-salaried position to which he or she is being appointed.

-2-

Effective upon ratification of this Agreement a lump sum award of \$500 will be payable in the first pay period of fiscal year 2004-2005, fiscal year 2005-2006, and fiscal year 2006-2007 to an employee who has had at least 1500 hours in pay status in seasonal positions during each of the previous five years.

**RE: Committee on Seasonals
(Text of Side Letter)**

The State of New York and CSEA will establish a Committee to review the current State practice of employing seasonal employees. The Committee will include representatives from the Governor's Office of Employee Relations, the New York State Department of Civil Service, the Civil Service Employees Association, the Division of the Budget and agencies that employ seasonal employees, including, but not limited to: the Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation. The Committee will thoroughly examine the nature of the appointments and the related employment issues and report back to the parties before the expiration of the 2003-07 Agreement with recommendations for either contractual, regulatory or statutory actions if and where applicable.

**RE: Article 27
Compensatory Time for Overtime Worked
(Text of Side Letter)**

This letter represents the mutual understandings which were reached by the parties during negotiations of the 2003-07 collective bargaining agreement concerning a three-year pilot program allowing certain employees in the CSEA bargaining units to opt to earn compensatory time off in lieu of overtime pay for hours worked over 40 in a week.

The program is limited to all CSEA unit employees in overtime eligible positions in salary grades 22 and below.

Eligible employees may opt to participate in this program each year, for a one-year period during each of the three years of the pilot. (Employees need not participate in all years).

Enrollment forms will be developed to facilitate employee option into the program.

Once an employee opts into the program, every hour of overtime worked by such employee will earn that employee 1.5 hours of compensatory time off to be called Over40 CompTime.

For the purposes of this program, hours in excess of 40 hours in a week will qualify for Over40 CompTime. For fire fighters in the Division of Military and Naval Affairs, hours in excess of 106 hours in a bi-weekly pay period will qualify for Over40 CompTime.

Employees on a 37 _ hour workweek will still earn compensatory time pursuant to current practice for hours between 37 _ and 40. However, only those hours worked in excess of 40 will be credited into this pilot program.

Over40 CompTime can be accumulated to a maximum of 120 hours in a bank separate from the compensatory time bank which reflects time earned for hours worked between 37 _ and 40 hours. Over40 CompTime carried in the bank do not expire.

The current rules and Agency policies governing use of compensatory time earned for hours worked between 37 _ and 40 will apply for Over40 CompTime in this pilot program.

Similarly all rules and policies that cover the treatment of compensatory time earned for hours worked between 37 _ and 40 hours when an employee is transferred, separated from service or at retirement shall apply for Over40 CompTime in this pilot program.

At the time the employee is eligible to liquidate the entire bank of such accrued time, the cash-out value of any Over40 CompTime accrued shall be at the rate of pay earned at the time of liquidation but in no event shall it be less than FLSA requirements.

If an employee reaches the 120 hour maximum Over40 CompTime accumulation, any hour of overtime after 40 hours shall be paid at the overtime rate and additional Over40 CompTime will not be earned in lieu of overtime pay until the 120 hour maximum is reduced.

The term of this pilot shall be approximately three years, however in no event shall it continue beyond April 1, 2007,

unless both parties agree to extend it.
After 18 months the parties shall meet to review and discuss the
program to resolve any issues that may arise.
This agreement nullifies and takes precedence over any local
agreements that may exist regarding this issue.

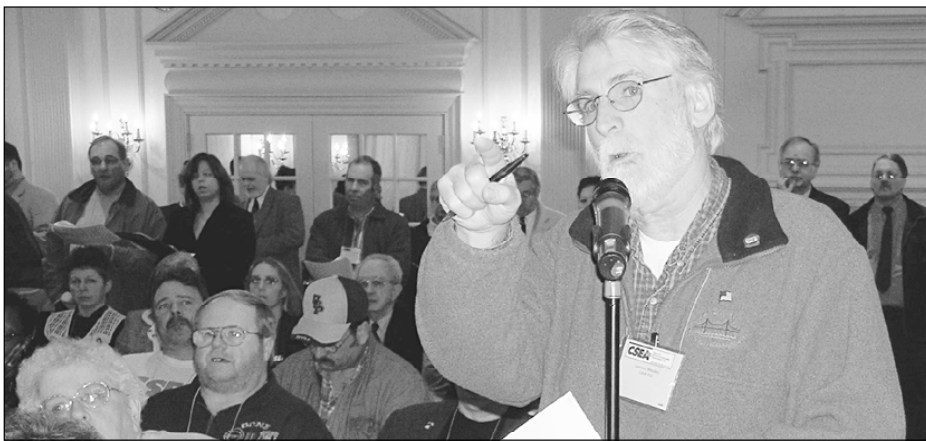
Contract ratification schedule

April 2 (Friday) — Ballots mailed

April 12 (Monday) — Replacement ballots available by calling (800) 342-4146, ext. 1279 or (518) 257-1279

April 26 (Monday) — Deadline to return ballots 5 p.m.

April 27 (Tuesday) — Ballots counted, results announced



SUNY New Paltz Local President Len Beaulieu asks a question during the local presidents briefing on the tentative agreement.



Bob Mootry, local President of Buffalo Psychiatric Center, thanks Danny Donohue and the negotiating team for their work on the contract.

Comments from some Negotiating Team members



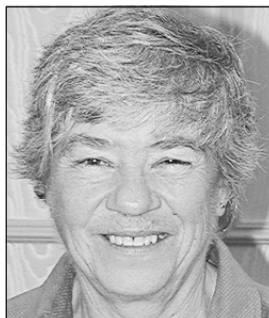
“The new Workers’ Compensation benefit allows members who earn more than the statutory benefit, which is \$400 a week, to increase their payments when they’re out on comp. The state is willing to pay up to 60% of their salary, which would be an additional amount of money beyond the \$400.”

Lori Nillson, 25-year CSEA member, Developmental Assistant 2, Central New York DDSO, third contract negotiations



“There’s an \$8 dollar increase in work related clothing per year. It represents a benefit to the members that we’ve been trying to fight for in the last three contracts and have not been able to increase. For a lot of our members, who work in less than clean situations, this helps defray the cost of clothing that they have to buy. It’s extra money. And that’s what this whole contract is about — trying to put more money in peoples pockets.”

Tom Warzel, Plant Utility Engineer, SUNY Buffalo, 33-year member, fifth contract negotiations



“We’re now allowed to accrue up to 200 days of sick leave which can also be used towards your retirement in addition to your health insurance costs. It gives you more service credit which will mean more money when you retire.”

Helen Fishedick, Developmental Assistant 2, Capital District DDSO, 36-year member, second contract negotiations