

Article 7	Current Contract	NYS Original Proposal	Tentative Agreement
<p>Compensation General Salary Increase</p>	<ul style="list-style-type: none"> 2016-17: 2% base salary increase retroactive to April 2016 2017-18: 2% base salary increase retroactive to April 2017 2018-19: 2% base salary increase 2019-20: 2% base salary increase 2020-21: 2% base salary increase <p>*Cash Bonus paid to employees that are active as of the date of the signing of the Agreement who remain active during the first two contract years (includes employees who are on leave).</p> <p>\$775 in first payroll period of 2013-14 \$225 in the first payroll period of 2014-15</p>	<p>First Offer: 2021-2022: 2% base salary increase 2022-2023: 2% base salary increase</p> <p>Second Offer: 2021-2022: 2% base salary increase 2022-2023: 2% base salary increase 2023-2024: 2% base salary increase 2024-2025: 2% base salary increase</p> <p>Third Offer: 2021-2022: 2% base salary increase 2022-2023: 2% base salary increase 2023-2024: 2.5% base salary increase 2024-2025: 2.5% base salary increase 2025-2026: 2% with 1% off base lump sum</p>	<ul style="list-style-type: none"> 2021-22: 2% base salary increase retroactive to April 2021 2022-23: 2% base salary increase retroactive to April 2022 2023-24: 3% base salary increase 2024-25: 3% base salary increase 2025-26: 3% base salary increase <p>*4/1/23 Signing Bonus \$3K paid to employees who are on the payroll as of the date of ratification of the Agreement AND who remain active on the date of payment OR who retire from State service between those dates.</p>
<p>Longevity Payment</p>	<ul style="list-style-type: none"> Longevity increases in 2019 and going forward: <ul style="list-style-type: none"> 5 Year - \$1,500 10 Year - \$3,000 NEW 15 Year - \$4,500 in 2020 and going forward. All longevity payments, <u>including or newly eligible employees</u>, are Triboroughed. 	<p>4/1/24 one-time \$1500 payment to those with at least 22 years of service in a CSEA-represented position who are not otherwise receiving longevity</p> <p>Tie Performance Evaluations to increments and longevity (i.e., only half an increment for a "NI")</p>	<ul style="list-style-type: none"> Effective 4/1/25, convert Longevity to years of service in CSEA bargaining-units at 12 yrs, 17 yrs, 22 yrs: <ul style="list-style-type: none"> 12 Year - \$1,500 17 Year - \$3,000 total 22 Year - \$4,500 total
<p>ISU/OSU Compression (CSL 130.4)</p>			<p>Employees in titles where hiring rate was increased, shall receive \$1000/26 pay period each year until job rate or promotion (reg tax; part of O/T calc). Language authorizing fix.</p>
<p>Winter Maintenance (OSU Art 51[d])</p>	<p>\$400</p>	<p>4/1/23 increase by \$100</p>	<p>4/1/23 \$750</p>
<p>Special Assignment to Duty Pay</p>	<p>\$500</p>	<p>4/1/23 increase by \$100</p>	<p>4/1/23 \$750</p>
<p>Hazardous Duty Pay</p>	<p>\$0.75/hr</p>	<p>4/1/23 2% increase (\$0.15/hr)</p>	<p>4/1/23 \$.90/hr total; 4/1/24 \$1.00/hr total</p>

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<p>Call out pay (OSU Article 51[f])</p>	<p>\$225, \$300, \$500</p>	<p>4/1/23 increase to \$300, \$400, \$600</p> <p>2% 4/1/2023 2% 4/1/2024 No expansion of locations covered.</p>	<p>4/1/23 \$400/\$525/\$825</p> <p>NYC+: April 1, 2023: \$3087 April 1, 2024: \$3400</p> <p>Mid-Hudson: April 1, 2023: \$1543 April 1, 2024: \$1650</p>
<p>Article 10 Attendance and Leave</p>	<p>12 Holidays</p> <p>Exam within 20 working days</p>	<ul style="list-style-type: none"> 10.1 Holiday Observance: Incorporate Juneteenth \$10.17 Verification of Physician's Statement (a) When the State requires that an employee who has been absent due to illness or injury be medically examined by a physician selected by the appointing authority before such employee is allowed to return to work, the appointing authority shall make a reasonable effort to complete a medical examination within 20 <u>30</u> working days as hereinafter provided. 	<ul style="list-style-type: none"> Incorporate Juneteenth as an additional holiday (13 total)
<p>Productivity Enhancement Program</p>	<ul style="list-style-type: none"> Effective January 1, 2019 the dollar value will be increased to \$600 or \$1,200. 		<p>Remove pilot program language from PEP; increase days allowed to be forfeited to four days (\$800) and eight days (\$1600)</p>
<p>Maximum SL days carried</p>	<p>Employees may accumulate up to 200 days of SL credit.</p>		<p>Employees may accumulate up to 225 SL days</p>
<p>Family Sick/Bereavement</p>	<p>Employees shall be allowed to charge up to 25 days SL for family sick or bereavement</p>		<p>Employees shall be allowed to charge up to 30 days SL for family sick or bereavement</p>

Article 9

HEALTH INSURANCE PREMIUM

PREMIUM STRUCTURE

- Individual
- Family

*Discussed 2-person premium
66% of CSEA with family health
insurance would experience INCREASE
family premiums approximately
\$100 biweekly/\$2,600/year*

- Health Insurance Contribution Percentages Individual Health Insurance
 - 12% Grade 9 and below
 - 16% Grade 10 and above

Family Health Insurance

- 12%/27% Grade 9 and below
- 16%/31% Grade 10 and above

Empire Plan Hospital

Infusion

Infusions covered through the hospital, medical or Home Care Advocacy Program/CVS for homecare. Medical necessity review occurs and outpatient medical copayments and prescription drug copayments apply to services.

Throughout the entire negotiation process, New York State advised CSEA all aspects of health insurance out-of-pocket were open for discussion.

Where clinically appropriate, redirect drug infusions from hospital setting to freestanding infusion centers, doctors' offices or to the home setting.
More than one medical necessity and/or prior authorization review would be required to begin infusion therapy (from Medical or Prescription provider).
Medical copayments and prescription drug copayments still required.

NO change in percentage of employee premium contribution

EMPIRE PLAN:

- NO increases in network copayments**
- NO increases in prescription drug copayments**
- NO increases in hospital copayments**
- NO increases to deductibles or coinsurances**

If infusion is requested in hospital outpatient setting, a Site of Care review may occur by the hospital carrier (depending on the medication).

- **Hemophilia and oncology drugs are excluded from the program.**
- No copayment for infusion in hospital outpatient setting
- When program becomes effective, medical and prescription drug copayments will be waived for enrollees receiving specific infusions in alternative sites of care.
 - July 1, 2023, program begins with Remicade infusions.
 - January 1, 2024, or as soon as practicable, Site of Care program is expanded to the Hospital Program's Site of Care drug list.

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Outpatient Surgery

Outpatient surgery covered through the hospital, doctors' office or ambulatory surgery center. Medical necessity review occurs, and outpatient medical copayments apply to services.

Where clinically appropriate, redirect surgical procedures from the hospital setting to ambulatory surgery centers. Listings of multiple procedures were included.

Medical

Network copayments

- \$25 copayment office visit/office surgery
- \$25 copayment diagnostic/radiology
- Multiple copayments
Same Provider Same Day

Continue with multiple copayments on the same date of service by the same provider

- NO change
- NO Site of Care for Surgery
- SINGLE \$25 copayment per visit for ALL covered medical services provided during the visit and billed by a network provider.

Acupuncture Services

No specific contract language. Covered based on medical necessity

Limit acupuncture to 15 visits per calendar year (network and out-of-network)

- Network acupuncture services continue to be unlimited and based on medical necessity.
- Effective July 1, 2023, out-of-network acupuncture will be limited to 20 visits per calendar year.

Massage Therapy Services

No specific contract language. No network of massage therapists. Covered based on medical necessity and subject to cost sharing of out-of-network.

Exclude massage therapy – including when provided during physical therapy

- Effective July 1, 2023, out-of-network massage therapists will be limited to 20 visits per calendar year.
This limit does not include massage therapy provided by a physical therapist.

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Empire Plan Telemedicine Program	The JCHB will investigate and develop a Pilot Telemedicine Program.	CSEA proposal	The Pilot Telemedicine Program will become a permanent offering effective January 1, 2023. Enrollees continue \$0 cost share for Medical and Mental Health telemedicine program.
Sleep Disorder Telemedicine Program	No specific contract language.	State proposed sleep disorder program – not noted as voluntary	Develop through the Joint Committee a voluntary telemedicine program for sleep disorders.
Network Out-of-Pocket (OOP)	New to contract language since previous Network OOP max established by the Affordable Care Act. Network OOP – Enrollee network cost sharing is CAPPED at OOP max. Once OOP max reached, network benefits paid-in-full.	CSEA Proposal Affordable Care Act 2023; <ul style="list-style-type: none"> • \$8,900 individual • \$19,000 family Network OOP Max broken down into Hospital/Medical/MHSU max and Prescription Drug max	Effective January 1, 2023 Maximum OOP limit - NETWORK <ul style="list-style-type: none"> • \$4,000 individual (\$2,600/\$1400) • \$8,000 family (\$5,200/\$2,800) Effective January 1, 2025 <ul style="list-style-type: none"> • Network OOP limit to increase in accordance with the Across the Boards from previous April.
Mastectomy Brassieres	Covered benefit when prescribed by physician and subject to out-of-network deductible and coinsurance.	CSEA Proposal	Effective July 1, 2023 Mastectomy bras shall be a covered in full benefit; no cost-share and not subject to deductible and coinsurance.
Prescription Drug Language Update	Contract language not detailed		Memorialize current availability of prescription drug appeals and clarify current prescription drug coverage in contract.
Adult Routine Vaccines	Contract language not detailed		Memorialize current vaccinations available at no cost through the Empire Plan
Infertility	Contract language not detailed		Memorialize recent legislation to note current benefits within contract

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<p>Out-of-Network (OON)</p> <p>Deductible (OON)</p> <p>Out-of-Pocket Coinsurance Max</p> <p>Allowed Charge for Out-of-Network Medical and Mental Health Providers</p> <p>Joint Committee on Health Benefits</p> <p>Center of Excellence (COE) for Substance Use</p> <p>Center of Excellence (COE) for Spinal and Orthopedic Surgeries</p> <p>Debit Card for Flexible Spending Account</p> <p>Article 30 Employee Benefit Fund</p> <p>ISU</p> <p>Article 46 – Continuous Hours of Work</p>	<p><i>3-8% of CSEA members utilize out-of-network for primary care and specialists</i></p> <p>\$1,250 (per EE, Spouse & all children) \$3,750 (per EE, Spouse & all children)</p> <p>Current out-of-network allowed amount for non-participating providers is based on Usual and Customary - 90% of FAIR health.</p> <p>Not current benefit</p> <p>Not current benefit</p> <p>Work through the Joint Committee to establish a direct debit or electronic submission to enhance Medical Flexible Spending Account</p> <ul style="list-style-type: none"> 4/1/2016: Current funding 4/1/2017: Current funding 4/1/2018: \$1,140 per person per year 4/1/2019: \$1,184 per person per year 4/1/2020: \$1,232 per person per year <ul style="list-style-type: none"> The parties agreed to pay direct care employees in OMH and OPWDD double 	<p><i>Throughout the entire negotiation process, New York State advised CSEA all aspects of health insurance out-of-pocket were open for discussion.</i></p> <p>125% of the Medicare physician fee schedule.</p> <p>Establish COE not noted as voluntary</p> <p>Establish COE not noted as voluntary</p>	<ul style="list-style-type: none"> NO change to OON deductible NO change to OON out-of-pocket maximum <p>Effective July 1, 2023, the out-of-network allowed amount for non-participating providers will be 275% of the Medicare allowance.</p> <ul style="list-style-type: none"> Develop voluntary MHSU COE through Joint Committee; includes paid in full services and travel/lodging allowance. Develop through Joint Committee; voluntary Center of Excellence (COE) for spinal and orthopedic surgeries. Debit was implemented during contract term. Agree to continue to offer direct debit and electronic submission <p>4/1/2021: 0%; \$308 per member, per quarter 4/1/2022: 0%; \$308 per member, per quarter 4/1/2023: 3% increase; \$317/member/quarter 4/1/2024: 3% increase; \$327/member/quarter 4/1/2025: 3% increase; \$337/member/quarter and Triborough</p> <p>An employee of OPWDD or OMH in a direct care title who actually works 16 consecutive hours and then is mandated to work additional</p>
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<p>ISU Article 46 Continued</p>	<p><u>time</u> for mandatory OT for hours worked over 16-hours.</p> <ul style="list-style-type: none"> State and CSEA will form a labor-management committee to address and review voluntary, mandatory and extreme overtime. 		<p>time beyond that 16 hours (up to 24 hours), which then abuts their regularly scheduled shift (24 to 32 hours) such that they are told they must go home for that eight-hour shift shall be paid without charge to accruals for that shift.</p>
<p>Article 4 Employee Organization Rights</p>	<ul style="list-style-type: none"> Article 4.89(c) – Granting EOL subject to reasonable operating needs of the State. Agency must first discuss the intended denial with the Director of OER or their designee. 	<p>Add: Agency must first discuss the intended denial with the Director of OER or their designee.</p> <p>4.13: Discuss a single statewide process for requests for EOL.</p>	<p>Agency must first discuss the intended denial with the Director of OER or their designee.</p>
<p>Article 11 Workers' Compensation</p>	<ul style="list-style-type: none"> Committee responsible to develop: a system for collecting data from each agency and facility regarding injuries and claims; recommendations to improve benefit administration and; implement injury prevention strategies. 		<p>Pilot Program adding Special Task Force on Human Hazards</p>
<p>Article 15 Safety and Health</p>	<ul style="list-style-type: none"> New 15.2(d)(7) funding to support Workers' Compensation Committee 		<p>Pilot Program adding ability to provide technical assistance and advice for agency labor management committees.</p>
<p>Article 18 Review of Personal History Folder</p>	<ul style="list-style-type: none"> With the exception of disciplinary actions, personnel transactions and work performance ratings, any material in the personal history folder of an adverse nature over two years old shall, upon the employee's written request, be removed from the personal history folder The parties agreed to meet and confer as appropriate over planned move from paper to electronic personal history folders. 	<ul style="list-style-type: none"> Add: <u>except if there is an investigation into potential misconduct pending at the time. Once such investigation is closed and does not lead to a notice of discipline, such material may be removed.</u> It is at the employer's discretion whether folders will be provided in hard copy or electronic form. Where provided in electronic form, no leave without charge to accruals will be provided to review the PHF. 	<p>At the discretion of the appointing authority, the PHF shall be in hard copy or electronic format.</p> <p>When the file is to be transmitted electronically, no leave without charge to accruals will be provided to review the PHF.</p>
<p>Article 24 Out-of-Title Work</p>	<p>§24.2 The term "temporary emergency" shall mean a non-recurring situation or circumstance of limited duration which might</p>	<ul style="list-style-type: none"> Amend to "which might impair the agency's State's goals" 	

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<p>Article 24 continued</p>	<p>impair the agency's goals, interfere with the proper discharge of its responsibilities or present a clear danger to persons or property. An emergency exceeding 60 calendar days shall not be considered to be a temporary emergency, and upon the expiration of such 60 calendar days the employee shall be returned to his or her proper employment.</p>	<ul style="list-style-type: none"> And add <u>However, the State shall be entitled to two (2) extensions of 60 days each of any temporary emergency upon notice and consultation with CSEA.</u> Pilot program to track OOT at SUNY, DOT, OCFS, DOCCS, OPWDD, and OMH, and to explore modifying the current system, Grievances may be advanced to Step 3 	<p>Pilot program to track OOT at SUNY, DOT, OCFS, DOCCS, OPWDD, and OMH, and to explore modifying the current system, Grievances may be advanced to Step 3</p>
<p>Article 27 Distribution of Overtime Skip Remedy</p>	<ul style="list-style-type: none"> Arbitrator only has authority to order equal amount of O/T to skipped employee, when it is next available. 	<ul style="list-style-type: none"> Adopt NYSOCOPA's "skip" remedy for O/T assignment violations (next O/T required or option to wait for next "comparable" – a form of "banking") 	<p>OSU only 27.2 ... the employee skipped shall be allowed to work the next available overtime equivalent to the amount of over-time worked by the employee for whom he or she was skipped. <u>However, at such skipped or denied employee's option they may await a comparable shift and work assignment.</u></p> <p>* * *</p> <p><u>Instances of repeated occurrences of an employee being "skipped" for overtime shall be brought to the attention of management at the Step 1 level of the grievance procedure.</u></p>
<p>Article 32 Workday/Workweek</p>	<ul style="list-style-type: none"> §32.3 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 State services. 	<ul style="list-style-type: none"> §32.3 Strike the in a specific case, exception 	<p>Withdrawn by State (after rejecting counter proposal from CSEA to provide two-weeks' notice)</p>
<p>Side Letter re Telecommuting</p>	<ul style="list-style-type: none"> No cross-the-board language or agreement 	<ul style="list-style-type: none"> 	<p>CSEA proposed discussion and resolution of a standard policy on telecommuting, which was rejected by the State.</p>
<p>Article 33 Discipline and Interrogation</p>	<ul style="list-style-type: none"> documents provided to the union during the expedited review process can be shared with CSEA, Inc. 	<p>Agency obligated to provide info to union only if State agrees grievance was timely filed.</p>	<p>Remove reference to "tape" from 33.4(d)</p> <p>Add New 33.3(f)(10)</p> <p>Adjournments of cases under the Expedited Resolution process can only be granted by OER</p>

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<p>Article 33 Discipline and Interrogation continued</p>	<ul style="list-style-type: none"> Side letter – Meet bi-annually to review issues arising from decisions issued by time and attendance umpires and disciplinary arbitrators and to discuss general issues of concern regarding compliance with provisions of Article 33. 	<p>Amend 33.3(f)(10) to ensure if employee fails to appear, without approved adjournment, Regional Arbitrator shall issue decision on guilt and penalty.</p> <p>33.4(g) (6) The employee’s entire record of employment may be considered with respect to the appropriateness of the penalty to be imposed, if any. <u>This shall include anything previously removed from an employee’s personal history folder however the ultimate decision on relevancy toward penalty shall remain a decision by the arbitrator.</u></p> <p>Amend 33.5(c) so that Time & Attendance Umpire decisions are not reviewable under CPLR Art 75.</p> <p>Time and Attendance Penalty schedule be amended to include leaving early or taking excessive breaks as “unauthorized” partial day absences.</p>	<p>and CSEA headquarters. This includes cases where the grievant or management doesn’t appear for its scheduled hearing.</p>
<p>Time and Attendance Penalty Chart</p>			<p>Withdrawn by the State</p>
<p>Article 40 Performance Evaluations</p>	<p>Evaluations are paper based.</p>	<p>The State has the right, on notice, to switch to electronic evaluations.</p> <p>Failure to hold meetings at start, mid-point, and end of evaluation period shall not be the cause for an unsatisfactory PE to be overturned.</p> <p>Unscheduled absences can impact the rating.</p> <p>All absences totaling 90 days or longer shall extend the evaluation cycle.</p> <p>An unsatisfactory PE isn’t relevant in a disciplinary case for any penalty purpose.</p>	<p>The State has the right, upon notice to CSEA, to move employees from paper-based performance evaluation system to electronic performance evaluation system.</p> <p>Unscheduled absences from work at the beginning, middle and/or end of the performance evaluation cycle, can impact the rating due to operational need to reassign work to other staff</p>

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<p>Contract Funding for Labor Management Committees ("LMCs")</p>	<p>Funding allocations for the term of the CBA in each Article: 2% increase in funding each year for contract years 2016-17 through 2020-21.</p>	<p>2% increase 4/1/21 2% increase 4/1/22</p>	<p>Arts 9, 14, 15, 33, 40: 0% 4/2/21 2% 4/2/22 2% 4/2/23 2% 4/2/24 2% 4/2/25 and Triborough</p> <p>Perf. Eval and Employment Security 2%/yr CBA</p> <p>Other LMCs 0%, 0%, 2%, 2%, 2% and Triborough</p>
<p>OSU Article 49 Work Clothing</p>	<ul style="list-style-type: none"> Two percent increase in funding each year for contract years 2016-17 through 2020-21. (\$65) 		<p>4/1/23 \$78</p> <p>Tool replacement pilot. Not tied to Art 43 personal property damage max. Increase 2%/yr 2021-2022: \$179 2022-2023: \$182 2023-2024: \$186 2024-2025: \$189 2025-2026: \$193</p>
<p>ASU Article 29 – Work Related Clothing</p>	<ul style="list-style-type: none"> Effective in fiscal year 2019-2020 employees in eligible titles will receive \$58 per fiscal year to provide work-related clothing. (\$58) 		<ul style="list-style-type: none"> 4/1/23 \$70
<p>ISU 49.1 Uniform Maintenance</p>	<ul style="list-style-type: none"> \$68/\$88 		<ul style="list-style-type: none"> 4/1/23 \$106
<p>49.2 Work related clothing</p>	<ul style="list-style-type: none"> \$58 		<ul style="list-style-type: none"> 4/1/23 \$70
<p>DMNA Article 39 Clothing</p>	<ul style="list-style-type: none"> \$52 		<ul style="list-style-type: none"> 4/1/23 \$62
<p>Article 43 (DMNA Article 40) Personal Property Damage</p>	<ul style="list-style-type: none"> \$350 		<p>0% 4/2/21 2% 4/2/22</p>

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<p>Article 20 Layoffs in Non-Competitive and Labor Classes</p>	<ul style="list-style-type: none"> 20.3 Permanent non competitive class employees with one year of continuous service immediately prior to layoff shall be accorded the same rights at layoff as well as placement roster, preferred list and reemployment rights roster, as employees covered by State Civil Service Law Sections 75.1(c), 80-a, 81, 81-a and 81-b. Labor class employees who meet these criteria in the labor class shall be accorded the same rights. 		<p>2% 4/2/23 2% 4/2/24 2% 4/2/25</p> <ul style="list-style-type: none"> 20.3 -Permanent non-competitive class employees with one year of continuous service <u>A person serving on a permanent basis in a non-competitive class position</u> immediately prior to layoff shall be accorded the same rights at layoff as well as placement roster, preferred list and reemployment rights roster, as employees covered by State Civil Service Law Sections 75.1(c), 80-a, 81, 81-a and 81-b. Labor class employees who meet these criteria in the labor class shall be accorded the same rights.
<p>Temporary and Seasonal Employees</p>	<ul style="list-style-type: none"> A committee is established to review the current state practice of employing temporary and seasonal employees paid on a per diem or hourly basis working for durations longer than temporary or seasonal as defined by Civil Service Law. The parties agree to discuss offering permanent employment to temporary and seasonal employees if otherwise qualified where needed to perform full-time, on-going duties. 		<p>Within 120 days of ratification, convene a committee to look at temp issues at OGS.</p> <p>Effective April 1, 2023, and every year thereafter, OER will provide CSEA with a list of all CSEA-represented temporary, hourly, or seasonal employees, which will contain: name, title, agency, date of first appointment, and hours worked during the past three fiscal years.</p> <p>Remove Article 14 as an excluded benefit for Temps/Seasonals.</p>
<p>Term of the Agreement Side Letters</p>	<ul style="list-style-type: none"> Five Years – April 2, 2016 – April 1, 2021 	<p>Two Years</p>	<ul style="list-style-type: none"> Five Years – 4/2/2021 to 4/1/2026 For any Article that has a side letter, such shall be noted by an asterisk in the TOC; behind the TOC there shall be a listing of all Side Letters.

