

TENTATIVE AGREEMENT HIGHLIGHTS

between

NY STATE and DC 37 LOCAL 1359

December 6, 2007

1. Term of Agreement shall be April 2, 2007 – April 1, 2011

Wages and Compensation:

2. **General Wage Increases:** 3% in April, 2007 (retroactive), 3% in April 2008, 3% in April 2009 & 4% in April 2010, compounded.

3. **Downstate Adjustment:** Effective April 1, 2008, the Downstate Adjustment shall be \$1,850. Effective October 1, 2008 and thereafter, it will be \$3,026. (Across the board increases do not apply.)

4. **Longevity Advances:**

The 5 year (Step 1) Longevity Advance shall be increased to:

- April 1, 2007: \$950 (retroactive)
- April 1, 2008: \$1,050
- April 1, 2009: \$1,150
- April 1, 2010: \$1,250

The 10 year (Step 2) Longevity Advance shall be increased to:

- April 1, 2007: \$1,900 (retroactive)
- April 1, 2008: \$2,100
- April 1, 2009: \$2,300
- April 1, 2010: \$2,500

As of April 1, 2010, the longevity advance amount will be paid as a lump-sum cash payment by separate check on the first pay period following the employee's anniversary date.

5. **Employee Organization Leave Days:** One additional day, bringing total to 5 days.
6. **A. Overtime:** New compensatory time policy (called Over40 CompTime): Employees below grade 23 will have an option of taking overtime over 40 hours as banked "comp time", up to a max 240 hrs. Such banked time will be paid out only upon separation of service, not used during employment. This is a pilot program.
B. Overtime Meal Allowance: Management will raise the overtime meal allowance to \$6.00, and extend to non-OT-eligible employees in the bargaining unit (i.e. Grade 22 and below).

C. Overtime hours (minimum 3) to earn meal allowance do not need to be contiguous, but must be connected to regular work shift either at the front end or back end.

Health Insurance

7. **Article 10, Section 4: Employee Benefit Fund:** The contributions will be increased as follows:
 - April 1, 2007: \$770 (\$192.50 per quarter) per member.
 - April 1, 2008: \$800 (\$200.00 per quarter) per member.
 - April 1, 2009: \$840 (\$210.00 per quarter) per member.
 - April 1, 2010 & thereafter: \$880 (\$220.00 per quarter) per member.
8. **Article 9, Section 13 (h) Joint Committee on Health Benefits:** The State contribution is increased to a rate of \$5,000 for each year of the contract.
9. **Article 11, Section 2 Employee Development and Training Fund:** Annual contributions to this fund will be increased to the following levels.
 - April 1, 2007: \$92.00 per member.
 - April 1, 2008: \$97.00 per member
 - April 1, 2009: \$102.00 per member.
 - April 1, 2010: \$107.00 per member.
10. **Article 36, Section 6- Family Benefits Programs: Annual contributions** will be increased to the following levels:
 - April 1, 2007: \$8,691
 - April 1, 2008: \$9,125
 - April 1, 2009: \$9,582
 - April 1, 2010: \$10,061
11. **Article 36- Employee Assistance Program:** Annual contributions will be increased to the following levels:
 - April 1, 2007: \$2,897
 - April 1, 2008: \$3,042
 - April 1, 2009: \$3,194
 - April 1, 2010: \$3,354
12. **Medical Office and Mental Health and Substance Abuse (MHSA) visits co-pay - Article 9, Section 2:** Effective July 1, 2009, the co-pay for office visit provided by participating providers will be \$20 per covered individual. Co-pay stacking will continue.

13. **Emergency Room visit co-pay - Article 9, Section 2:** Effective January 1, 2010, the co-pay for ER visits will be \$70. Co-pay will be waived if admitted.
14. **Hospital-based outpatient visits, lab and diagnostics co-pay, and hospital-based outpatient surgery co-pay - Article 9, Section 2:** Effective January 1, 2010, the co-pay for Hospital-based outpatient visits, labs and diagnostics will be \$40, and the outpatient surgery co-pay will to \$60.
15. **Ambulatory Surgery visits co-pay - Article 9, Section 2:** Effective July1, 2008, the co-pay for Ambulatory Surgery visits will be \$30.
16. **Prescription Drugs, effective July 1, 2008:**
 - Retail or Mail: 30 day supply
 - \$5 generic
 - \$15 preferred brand
 - \$40 non-preferred brand
 - Retail 31 - 90 day supply
 - \$10 generic
 - \$30 preferred brand
 - \$70 non-preferred brand
 - Mail Order 31 - 90 day supply
 - \$5 generic
 - \$20 preferred brand
 - \$65 non-preferred brand
 - “New to You” Program – “new to you” prescriptions will be limited to a 30-day initial supply at retail/mail prior to the 31-90 day being filled. The initial prescription will be filled for a 30-day supply (subject to appropriate 30-day co-payment). When you return to fill the remainder (31-90 day) of the prescription, the balance of the appropriate 31-90-day co-payment will be applied.
17. Prescription drug out of pocket rebate – Up to \$100 annually will be refunded by the DC37 Benefit Fund to each member who shows an expenditure of \$300-400 on drugs.(Subject to approval by the trustees of the Benefit Fund and implementation by the Administrator.)
18. **Maximum out-of-pocket costs:** effective January 1, 2009:
 - For Grade 7 and above:
 - The maximum enrollee out-of-pocket expense under the basic medical component shall equal \$600 per enrollee, \$600 per covered

spouse or domestic partner and \$600 for one or all dependent children in any one year.

- For Grade 6 and below:
 - The maximum enrollee out-of-pocket expense under the basic medical component shall equal \$300 per enrollee, \$300 per covered spouse or domestic partner and \$300 for one or all dependent children in any one year.
 - Thereafter, plan pays 100% of the Reasonable and Customary charges.
19. **Non-Network hospitals** – Effective 1/1/09, the \$1,000 reimbursement under United HealthCare to offset the out-of-network pocket maximum of non-network hospitals will be reduced to \$500. Effective 1/1/11, the \$500 reimbursement under United HealthCare to offset the out-of-network pocket maximum of non-network hospitals will be eliminated.
 20. **Reasonable and Customary** – The R&C certificate language will be amended to reflect current NYSHIP plan requirements.
 21. **Transplant and Cancer Resources Centers of Excellence – Article 9.2.a.4:** Effective July 1, 2008, the maximum travel benefits cap will be eliminated, and the travel reimbursement rates will match the Federal levels. Effective July 1, 2008, all Centers of Excellence Programs will utilize the federal reimbursement rates for meals and lodging.
 22. **Alternative Medicine Program** – The discount program will be discontinued as of 1/1/09.
 23. **Adult Immunizations** – Effective July 1, 2008, vaccinations for herpes Zoster (shingles), cervical cancer (Gardasil) and adult Meningitis vaccines will be added to the benefit. Healthcare protocols are required to be followed to access benefits.
 24. **Diabetic Shoes** – Effective 7/1/08, an annual diabetic shoe benefit will be available through the Home Care Advocacy Program under United HealthCare. Network Coverage: benefits paid at 100% with no out of pocket cost, up to \$500 maximum. Non-Network Coverage: Basic Medical deductible will apply and remainder paid at 75% of network allowance, up to maximum allowance of \$500. Effective July 1, 2008, a diabetes education program shall also be established.
 25. **Prosthetic wigs** – Effective January 1, 2008 (upon contract ratification) lifetime reimbursement maximum of \$1,500 on prosthetic wigs (as a covered basic medical benefit) not subject to deductibles and co-insurance.

26. **Disease management – Article 9.3:** As soon as practicable, the program will be expanded to include conditions such as ADHD, eating disorders, nutrition and chronic kidney disease.
27. **Empire Plan Basic Medical Management Program – Article 9.3:** Effective 7/1/08, current prior notification requirements will be expanded to include procedures such as CAT scans, PET scans and nuclear medicine, in addition to MRIs.
28. **Dependent Students – Article 9:** Effective July 1, 2008, dependent full-time students will receive an automatic 3-month extension of benefits following the completion of an academic semester, rather than after graduation. (Affects both Empire Plan and HMOs.)
29. **Specialty Pharmacy Drugs:** the Empire Plan may implement a Specialty Pharmacy Program requiring that certain “orphan” “biotech” and similar type drugs be obtained through a special network of specialty pharmacies.
30. **Flexible Drug Formulary:** effective January 1, 2009, when clinically appropriate, to contain plan costs, the Empire Plan may revise the tier placement of certain drugs.
31. **Article 37 Section 2:** The LifeWorks program will be reactivated as soon as practicable.
32. **Dependent Care Advantage Account:** Beginning in 2009 the yearly employer contributions to the Dependent Care Advantage Account (DCAA) have increased and changed as follows:
 - Under \$30,000 \$700
 - \$30,001 - \$40,000 \$600
 - \$40,001 - \$50,000 \$500
 - \$50,001 - \$60,000 \$400
 - \$60,001 - \$70,000 \$300
 - Over \$70,000 \$200

Time and Leave -

33. **Article 12, Section 6 (b): Vacation leave request:** Written vacation leave requests must be approved or denied by the agency in writing within five working days of submission.
34. **Article 12 – Leave Donation Program:** The ability for non-family members to donate across agency lines is now permanent.

35. **Article 12 Section 14 (a):** Leave for Bereavement or Family Illness: Immediate Family definition has been expanded. It will now include any relative or relative-in-law or any person with whom the employee is making his or her home.

36. **Article 12 Section 18 (b) & (c):** Medical Documentation requirements specified and relaxed:

(b) A doctor's certificate will not routinely be required for absences of four days or less; provided, however, the appointing authority shall have the right to substantiate an employee's illness in accordance with the provisions of the Attendance Rules. When the appointing authority determines that the employee shall be required to provide medical documentation solely as a result of a review of the employee's attendance record, such requirement shall follow counseling and written notice to the employee. The requirement shall commence subsequent to such notice, shall be of reasonable duration, and the employee shall be properly notified of the conditions that the requirement imposes.

(c) A brief diagnosis will not be required as part of normally requested documentation unless the employee has been absent from work due to illness or injury for more than 30 consecutive calendar days.

(d) The State and DC37 recognize that there may be occasions when an employee wishes to keep the requested doctor's certificate confidential. In order to provide for such a situation and maintain strict confidentiality, procedures shall be developed at the labor/management level that would designate one person in a particular department, agency or facility to receive the medical information and transmit the authorization for use of sick leave credits back to the employee's immediate supervisor.

37. **Article 12, Section 18 -** a side letter has been agreed to stating the following:

Satisfactory medical documentation generally meets the following criteria:

- It contains a brief statement of diagnosis. (Applicable only after an absence of 30 or more consecutive calendar days.)
- It specifies the inclusive date of disability covered by the doctor's note and the date(s) of treatment during the period covered.
- It certifies that the employee is disabled from the performance of his/her job duties. In some cases (for example, partial disability) it may provide information on the kinds of job duties the employee is unable to perform.
- It indicates the anticipated date of return to work.
- It is signed by an appropriate medical practitioner.

38. Article 13 – Workers’ Compensation: Employees who are granted a two year leave of absence as a result of a job related assault will continue to be eligible for health insurance in the second year.
39. **Article 12, Section 20 and Appendix G:** The Productivity Enhancement Program (PEP) shall continue for eligible employees (grade 17 and below). The dollar credit maximum will be \$450 effective 1/1/08, and \$500 effective 1/1/10. The program will expire on 12/31/11 unless extended by mutual consent of both parties.
40. **Article 17, Section 2:** Alternate Examination Dates: The definition of family has been expanded to benefit members. The new language will read: In the event an employee in this unit is unable to participate in an examination because of the death, within seven days immediately preceding the scheduled date of an examination, of any relative or relative-in-law, or any person with whom the employee has been making his or her home, such employee shall be given an opportunity to take such examination at a later date, but in no event shall such examination be rescheduled sooner than seven days following the date of death.
41. **Article 31: Out of Title Work:** A new user-friendly out-of-title grievance form will be created.
42. **Income Protection Program (IPP):** Effective July 1, 2008, the weekly short term disability benefit shall be 50% of a member’s weekly salary, subject to a cap of \$961.54. The IPP long term disability benefit shall be 60% of a member’s covered salary, subject to a cap \$5,000 per month.
43. **NYS-RIDE Program:** expanded state-wide.
44. **Arbitration Panels:** The existing Arbitration and Umpire panel member(s) shall be continued.
45. **Table of Contents:** The State and Union shall work together to create a section specific description of Article 9 for the Table of Contents section of the Collective Bargaining Agreement.
46. **Sick Leave Accumulation (side letter):** The current 200 day cap shall be reviewed to determine its adequacy.