



2023-2026 PS&T Unit Tentative Agreement Frequently Asked Questions

Compensation

Q. What are the base salary increases in the Tentative Agreement?

- A. Fiscal Year 2023-2024 – 3% retroactive to April 2023*
- Fiscal Year 2024-2025 – 3% effective April 2024*
- Fiscal Year 2025-2026 – 3% effective April 2025*

*The exact effective dates vary each year and vary by administration and institution payrolls.

Q. When will I receive my retroactive pay?

- A. We expect the retroactive payments to be issued within a few months of ratification based on prior contracts. The ratification date -- if the Tentative Agreement is approved by the membership -- will be July 28, 2023.

Q. Will I receive retroactive pay if I retired or otherwise left State service after the April 2023 salary increase?

- A. Yes. If you retired or separated from State service, you will receive retroactive pay for the time you served in a PS&T unit position from the effective date of the 2023 salary increase through the date of your separation from State service.

Q. Where can I find information about how retroactive pay will impact my pension?

- A. Information can be obtained here: <https://nyretirementnews.com/retroactive-payments-and-your-nyslrs-pension-benefit/>.

Q. If I separate from State service between June 6, 2023, and October 12, 2023, (administration payroll) or October 19, 2023, (institution payroll), will I still get the \$3,000 signing bonus?

- A. The only people who separate from State service during this period who will get the signing bonus are those who retire directly from active State service.

Q. Is the signing bonus for new employees that haven't yet started their State service?

- A. No, it is for current employees in continuous service from June 6 through October 12, 2023, (administration payroll) or October 19, 2023 (institution payroll).

Q. I heard there's an annual dental stipend of \$400 until the State enters into a new dental services contract. Do I and my family continue to be covered by the existing dental insurance? Do I need to submit claims for the \$400 stipend? When will I receive the first dental stipend?

- A. The State-provided dental insurance through EmblemHealth continues until such time as the State enters into a new dental services contract. The \$400 dental stipend is in addition to the existing dental benefit; it is not a replacement for it. You will not have to submit any claims to receive the \$400 dental stipend. Those eligible will receive the 2023 dental stipend as soon as practicable after ratification. Thereafter, the stipend will be due at the beginning of each fiscal year until the State enters into a new dental services contract.

Q. I have a college degree or professional license from the State Education Department (SED), but it's not required for my State job. Do I still receive the Higher Education Differential?

- A. Yes, provided you meet the other eligibility criteria and provide timely proof of your degree or professional license from SED. Within six months of ratification, agency HR Departments will notify employees how to submit their proof.

Q. Will I receive my performance advances (steps) during the term of the Tentative Agreement?

- A. Yes. Employees who are eligible to receive performance advances will continue to receive them during the term of the 2023-2026 Tentative Agreement.

Q. Are there any changes to the performance award program (longevity lump sum payments)?

- A. Yes. For the first two years of the Agreement, the current performance award system will continue. That is, eligibility will be based on 5, 10 or 15 years at top of grade, for \$1,500, \$3,000 or \$4,500 annual lump sum payments, respectively. In the third year of the agreement, for the payment due in April 2025, eligibility will be based on 12, 17 or 22 years of continuous State service. For 12-16 years of State service, the annual payment will be \$1,500, for 17-21 years of State service, the annual payment will be \$3,000, and for 22 years or more of State service the annual payment will be \$4,500.

Q. If I have been receiving performance awards (longevity lump sum payments) under the years at top of grade criteria but will not be eligible for a performance award in 2025 under the new years of State service criteria, will I lose the performance award?

A. No, those who receive a performance award in 2024 based on the years at top of grade criteria will continue to receive that performance award in 2025 and thereafter until they are eligible for the next award under the years of State service criteria, even if they are not eligible based on the years of State service criteria in 2025.

Q. Will I receive a retroactive performance award (longevity lump sum payment)?

A. No, everyone who was due a performance award in April of 2023 should have received it as the “sunset” was eliminated in the last contract. The next performance awards will be paid in April 2024.

Q. Was there any change to the Downstate and Mid-Hudson adjustments?

A. Yes, the Downstate and Mid-Hudson adjustments were increased for each of the three years of the Tentative Agreement as follows:

Downstate Adjustment	Mid-Hudson Adjustment
Effective 4/2/23, \$3,087	Effective 4/2/23, \$1,543
Effective 4/2/24, \$3,400	Effective 4/2/24, \$1,650
Effective 4/2/25, \$4,000	Effective 4/2/25, \$2,000

Q. Was there any change to hazardous duty pay?

A. Yes, hazardous duty pay is increased from \$.75 per hour to \$.90 per hour effective April 2, 2023, and to \$1.00 per hour effective April 2, 2024.

Q. Was the \$500 one-time nurse uniform allowance continued?

A. No, it was not continued. The newly negotiated \$600 Higher Education Differential will be available in 2024 and 2025 and will be applicable to a much larger portion of the bargaining unit.

Q. Was there any increase to Special Assignment to Duty (SAD) Pay?

A. Yes, SAD pay was increased from \$500 to \$750 annually.

Q. Was there any increase in the Firearms Training and Safety Incentive Payment?

A. Yes, the payment was increased from \$260 to \$360 annually.

Q. Was there an increase in the OFPC Uniform Maintenance Allowance?

A. Yes, it was increased annually to \$82 for part-time employees and to \$106 for fulltime employees.

Telecommuting

Q. Were there any changes to Telecommuting?

A. No, the Statewide Telecommuting program continues as previously negotiated. Agency telecommuting policies can continue to be addressed in the labor/management forum.

Leave Provisions – Including Paid Parental Leave

Q. I heard there is a new Paid Parental Leave program. What are the details, and does it cost anything?

A. The newly negotiated Paid Parental Leave (PPL) program provides 12 weeks of full pay for eligible members without charge to accruals. The benefit is retroactive to leaves taken on or after April 2, 2023, and completed within seven months of the qualifying event; that is, the birth, adoption, or foster care placement of a child. Other types of leave, such as FMLA, use of accruals or leave without pay can also be taken during this seven-month period, but not at the same time as PPL. The PPL portion of childcare leave must be taken in a solid block of time, not intermittently. Employees must work at least a 50% schedule and must have completed 6 months of State service to be eligible. PPL is fully paid by the State; it does not require any bi-weekly payroll deductions or other employee costs. For more information, please see page 23 -24 of the Side Letters in the link below or page 74-75 of the Special Communicator Edition that was mailed to all members:
<https://www.pef.org/wp-content/uploads/2023/06/2023-2026-SideLetters.pdf>.

Q. Were there any changes to the amount of sick leave accruals that can be used for bereavement or family illness?

A. Yes, the amount of sick leave accruals that can be used for this purpose was increased from 25 days to 30 days per year.

Q. Were there any changes to the sick leave cap?

A. Yes, the sick leave cap was increased from 200 to 225 days. However, the additional 25 days cannot be used for retirement service credit or to pay for health insurance in retirement like the first 200 days can.

Q. Was there any change in the Tentative Agreement regarding the carryover of vacation accruals?

A. No, there was no change. Under prior agreements with the State, any previously carried over accruals need to be used by December 31, 2023.

Health Insurance

Q. Are there any increases to co-pays or the employee share of the premium contribution?

A. No. The Tentative Agreement makes no change to the employee's premium share (i.e., the percentage of the premium the employee pays). There is also no increase of any co-payments. PEF and the other State unions negotiate the co-pays and other elements of plan design for the Empire Plan. PEF does not negotiate the benefits that HMOs provide. HMOs are allowed to change co-pays and benefit levels on an annual basis, independent of the negotiated Empire Plan benefits. These pieces can and do change from year to year, even when no agreement is in place. For this reason, we always recommend that HMO enrollees review their plan options carefully each year during the Option Transfer Period because the level of HMO benefits may change from year to year.

Q. Will my health insurance premium rates remain the same throughout the term of the Tentative Agreement?

A. PEF negotiates the percentage share of the health insurance premium the employee pays, but we do not negotiate the premium rates. The Tentative Agreement makes no changes to enrollees' premium shares. That is, employees in salary grades 10 and above will continue to pay 16% of the total premium for individual Empire Plan coverage, and 31% for dependents' Empire Plan coverage, and employees in salary grades 9 and below will pay 12% for individual and 27% for dependent coverage. Empire Plan premium rates are adjusted annually based on enrollee utilization and projected medical costs. The change in payments to out-of-network providers as contained in the Tentative Agreement should help control and contain increases in the premium rate, which is shared between the employee and the State.

Q. Are there any other changes to health insurance?

A. Yes. Dependents will be eligible for dental and vision coverage up to the age of 26 regardless of student status. Medically necessary therapeutic massage and out-of-network medically necessary acupuncture will be limited to 20 visits per year. Out-of-network providers will be paid based on 275% of the Medicare rate instead of being paid based on reasonable and customary charges. This could result in higher out-of-pocket costs for those members who continue to use out-of-network providers depending on how the out-of-network providers balance bill. This change is intended to help contain Empire Plan costs, which is important to PEF members in the Empire Plan who pay a share of the annual premium through their bi-weekly payroll deductions. For more information on this and many other health benefit changes, including the Guaranteed Access Program, please see <https://communicator.pef.org/issue/volume-41-no-5/a-look-at-health-and-dental-changes-in-the-2023-2026-tentative-agreement/>.

Q. Are there any improvements to the dental insurance aside from the \$400 annual dental stipend discussed above?

A. The State has advised that members will be able to take advantage of a new benefit called Single Case Agreements (SCA) through which members can reduce their out-of-pocket expenses. Under the SCA program, if there are no participating providers available for emergency or routine dental care, EmblemHealth is to ensure dental services are provided at the in-network level of benefits with a non-participating provider; this applies when clinically appropriate, or to address access issues to dentists and specialists. Approval must be obtained prior to receiving treatment by calling Customer Service at 1-800-947-0101. The State further advised that EmblemHealth will coordinate care with a non-participating provider when necessary, and the member will only be responsible for the in-network cost for the arranged service. If a provider is not willing to accept direct payment from EmblemHealth as part of the SCA, EmblemHealth guarantees members will be reimbursed for the provider's billed amount up to the maximum allowance according to the Certificate of Insurance. Again, those looking to utilize SCA must contact EmblemHealth before-hand for each service and have their case approved by EmblemHealth.

Q. Will the Productivity Enhancement Program (PEP) be available under the Tentative Agreement?

A. Yes. Effective for the 2024 program year, additional days can be utilized for PEP allowing employees in salary grades 17 and below a credit of up to \$1,600 and employees in salary grades 18-24 a credit of up to \$1,500. In addition, the "sunset" of the PEP benefit and the Teacher's PEP benefit was eliminated; so PEP can now be utilized even after contract expiration.

Q. I'm a teacher and can only use a very limited number of personal days for PEP? Were there any improvements to the Teacher's PEP Program?

A. Yes, the same improvements in terms of the number of days that can be utilized as a credit for health insurance applies to the Teacher's PEP Program as well. In addition, teachers will now be able to use floating days and compensatory days for PEP.

Joint Contract Committees – Articles 9, 10, 14, 15 and 18

Q. Does the Tentative Agreement continue to fund joint contract committees?

A. Yes. The Tentative Agreement increases funding for the above-referenced joint contract committees by 3% in each of the three fiscal years of the Agreement. Additionally, the sunset for such committee funding was eliminated and therefore these committees will continue to be funded even in periods beyond contract expiration.

Education and Training Funding (including Tuition Reimbursement)

Q. Is there funding for education and training programs in the Tentative Agreement?

A. Yes. Retroactive and prospective funding was included in the Tentative Agreement for education and training programs offered through Article 15 in each year of the Tentative Agreement and going forward. Article 15 programs will no longer “sunset” at contract expiration, meaning that the programs will continue to be funded until a successor agreement is reached. This will help ensure that PEF members’ education is not disrupted by the uncertainty of funding that could occur after contract expiration. After ratification, the Article 15 Professional Development Committee will adopt and publish updated guidelines for the 2024 Article 15 programs.

Q. Where can I find the education and training guidelines?

A. As with the current guidelines, if the Tentative Agreement is ratified, new guidelines on education and training benefits will be developed as soon as possible and will be available at: <https://oer.ny.gov/public-employees-federation-afl-cio-pef>

Duration

Q. What is the term of the Tentative Agreement?

A. The term of the Tentative Agreement is from April 2, 2023, through April 1, 2026.

Contract Ratification

Q. Who is entitled to vote on the Tentative Agreement?

A. In accordance with the PEF Constitution, State or Roswell Park employees in the PS&T unit who are dues-paying members of PEF as of June 21, 2023, are eligible to vote.

Q. When will ballots go out, when are they due back, and when will the count take place?

A. Ballots were mailed to PEF members in the PS&T unit by the American Arbitration Association (AAA) on July 5, 2023. Ballots must be returned to and received by AAA on or before 5 p.m. on July 27, 2023. Received means in hand, not just mailed or postmarked by July 27, 2023. Any PEF member who should have but has not received a ballot by July 14, 2023, should call the AAA hotline at (800) 529-5218. Ballots will be counted by AAA on July 28, 2023.



PEF is conducting membership meetings to provide information and answer questions about the Tentative Agreement. For additional information, contact your PEF Regional Office, check your email, and visit the PEF website at www.pef.org/contract.