

STRICTLY PRIVATE 10/14//2011

Heads of Agreement – PEF

1. Wage Schedule

2011-12	2012-13	2013-14	2014-15
0%	0%	0%	2%

2. Performance Awards, Advances and Retention

- Performance awards and advances shall continue
- No retention payment

3. Health Insurance Premium Sharing – October 1, 2011

<u>Employee Grade</u>	<u>Individual Coverage</u>		<u>Dependent Coverage</u>	
	<u>State Share</u>	<u>Employee Share</u>	<u>State Share</u>	<u>Employee Share</u>
Grade 9 and below	88.0%	12.0%	73.0%	27.0%
Grade 10 and above	84.0%	16.0%	69.0%	31.0%

4. Deficit Reduction Leave

Employees will take 9 days deficit reduction leave over the remainder of fiscal year 2011-12 and fiscal year 2012-13. Scheduling of days off will be based on supervisory approval. The State will ensure that each employee is allowed to take days off in accordance with this provision as stated in paragraph 10 of the original Heads of Agreement dated 7/15/2011.

- Notwithstanding that the payroll deduction will be charged on a fiscal year basis, ten month teachers will be permitted to take the 9 days of DRL leave through the end of the 2012-13 academic year.

The 2011-12 value of the days taken off will be spread equally over the remaining 10 lag pay checks in fiscal year 2011-12 in the form of a 4.198% reduction in total earnings, less overtime, per pay check starting with the pay period 16 for administrative payroll (lagged) and pay period 15 for institutional payroll (lagged)..

The 2012-13 value of the days taken off will be spread equally over 26 pay checks for fiscal year 2012-13 in the form of a 1.847% reduction in total earnings, less overtime, per pay check starting with the last pay period 26 for administrative payroll (lagged) and pay period 25 for the institutional payroll (lagged) both paid out in early fiscal year 2012-13.

Cash value of the nine (9) deficit reduction leave day taken off during fiscal years 2011-12 and 2012-13 to be repaid to employees in equal installments over 39 payroll periods beginning the final pay period of fiscal year 2014-15. The cost of this repayment shall be covered by the value of four days of deficit reduction leave, the nonpayment of a \$1,000 lump sum and the elimination of labor/management funding as specified in paragraph 7 of this agreement.

5. Productivity Enhancement Program

- Provide that the total amount of vacation and/or personal leave that can be used by an employee under this program is 3 days/\$500 or 6 days/\$1,000 for SG 1-17.
- Eligibility for the Productivity Enhancement Program expanded to include employees up to SG-24.
- Effective April 1, 2013, eligibility for the Productivity Enhancement Program shall be revised to provide for the total amount of vacation and/or personal leave used by an employee in SG 18-24 under this program to be 2 days/\$500 or 4 days/\$1,000.

6. Workforce Reduction Limitation

For fiscal years 2011-12 and 2012-13, employees represented by PEF shall be protected from layoffs resulting from the facts and circumstances that gave rise to the present need for \$450 million in workforce savings. For the term of the agreement, only material or unanticipated changes in the State's fiscal circumstances, financial plan, or revenue will result in potential layoffs. Workforce reductions due to the closure or restructuring of facilities, as authorized by legislation, and SAGE determinations are excluded from these limitations.

- Side letter on notification provision for employees as stated in the original Heads of Agreement dated 07/15/2011
- Director of State Operations to provide implementation instructions to agency heads on workforce reduction limitation.
- Sideletter added to the contract referencing issuance of instructions to agency heads.

7. Contract Funding/ Joint Contractual Programs


- Funding levels shall be the same as in 2010-11 except as modified as follows:
 - elimination of the tuition reimbursement program (Article 15.3) for the term of the agreement (cash value of \$1.75 million in year 1 and \$3.5 million in years 2, 3 and 4);
 - elimination of the \$500,000 appropriation for Article 9 in years 2 and 3 (cash value of \$425,000 in year 2 and \$425,000 in year 3),
 - elimination of the \$500,000 appropriation for Article 15.6 (cash value of \$200,000) in year 1 of the agreement,
 - reduction of \$1 Million in the appropriation for Article 15.3 SUNY Public Service Workshop Funding (cash value of \$700,000) in each year of the agreement)..
- Funding levels to increase by 2% for fiscal year 2014-15.
- The parties agree that these reductions are made to achieve cash savings and to agree that on 4/1/15 the appropriations shall be deemed to be the appropriations made in 2010 -11 increased by 2%..

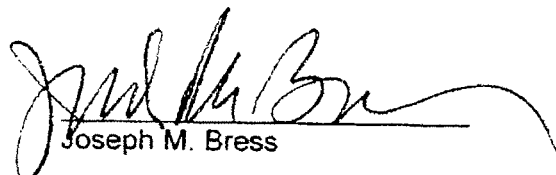
8. Additional Items continue

- Health Opt-Out Program as set forth in paragraph 4 of Heads of Agreement dated 07/15/2011
- Health Plan and Benefit design as set forth in paragraph 7 of Heads of Agreement dated 07/15/2011
- Self-insurance, Alternative Drugs, Crediting of Unused Sick Leave Toward Retiree Healthcare Insurance Premiums, Overtime Policy Reform, Article 33-Discipline and Interrogation, Temporary Service Employees, Side Letters and Program Issues as set forth in paragraphs 5, 6, 8, 9, 13, 14, 16 and 17 of Heads of Agreement dated 07/15/2011.
- The new prescription drug co-pay structure set forth in paragraph 7 and crediting of unused sick leave toward healthcare insurance premiums set forth in paragraph 8 of Heads of Agreement dated 07/15/2011 shall be effective on and after December 1, 2011.

9. Term of the Agreement shall be April 2, 2011 to April 1, 2015.

Hereby Acknowledged,


Public Employees Federation


Joseph M. Bress