

**2011-2015 Tentative Agreement
Comparison to July, 2011 Tentative Agreement**

Article	OLD – July, 2011 Tentative Agreement	NEW – October, 2011 Tentative Agreement
Article 49 – Term of the Agreement	<ul style="list-style-type: none"> • Five year term – April 2, 2011 to April 1, 2016 	<ul style="list-style-type: none"> • Four year term – April 2, 2011 to April 1, 2015
Article 7 – Across the Board Increases	<ul style="list-style-type: none"> • 2011-12 – 0% • 2012-13 – 0% • 2013-14 – 0% • 2014-15 – 2% effective April, 2014 • 2015-16 – 2% effective April, 2015 	<ul style="list-style-type: none"> • 2011-12 – 0% • 2012-13 – 0% • 2013-14 – 0% • 2014-15 – 2% effective April, 2014
Article 7 – Retention (lump sum) Payment	<ul style="list-style-type: none"> • Active employees as of the date of ratification and who remain active until April, 2013 shall receive: <ul style="list-style-type: none"> ○ \$775 lump sum April, 2013 and ○ \$225 lump sum April, 2014 • Eligibility for the \$775 payment guarantees eligibility for the \$225 payment. • Payments are not added to base but will be counted for final average salary purposes. • Payments are pro-rated for part-time employees (based on actual hours worked). 	<ul style="list-style-type: none"> • No Lump Sum Payment
Article 7 – Longevity Awards and Increments	<ul style="list-style-type: none"> • No change in benefits. • All Performance (longevity) Awards continue. • All Performance Advances (increments) continue. 	<ul style="list-style-type: none"> • Same
Article 7 – Overtime Compensation	<ul style="list-style-type: none"> • When <u>voluntary</u> overtime is worked, <u>unscheduled</u> absences charged to sick leave in the same work week will not count as time worked for calculating overtime in that work week. • No change in calculation when overtime is mandatory. • No change in calculation if sick leave is pre-scheduled. • All other time charged to leave accruals continues to count. 	<ul style="list-style-type: none"> • Same
NEW Article 21 – Deficit Reduction Leave (DRL)	<ul style="list-style-type: none"> • FY 2011-2012 – 5 deficit reduction leave (DRL) days: <ul style="list-style-type: none"> ○ Total compensation, less overtime, will be reduced by the value of five days. ○ Following ratification, the reduction in compensation will be spread over remaining pay periods in fiscal year 2011-2012. 	<ul style="list-style-type: none"> • FY 2011-12 and 2012-13 – 9 DRL days (All repaid) : <ul style="list-style-type: none"> ○ Upon ratification, employees will be credited with 9 days of DRL time. ○ Employees will have the ability to use these days over the remainder of FY

**2011-2015 Tentative Agreement
Comparison to July, 2011 Tentative Agreement**

Article	OLD – July, 2011 Tentative Agreement	NEW – October, 2011 Tentative Agreement
	<ul style="list-style-type: none"> ○ DRL days off are guaranteed days off, to be scheduled at employee’s election, subject to supervisory approval. ○ Conflicting requests will be approved in order of seniority. ○ No restriction on charging leave days consecutively or in conjunction with other leave. ○ Ten month teachers will be allowed to charge FY 2011-2012 DRL days off during 2011-2012 academic calendar. ● FY 2012-2013 – 4 DRL days (repaid): <ul style="list-style-type: none"> ○ Total compensation, less overtime, will be reduced by the value of four days. ○ The reduction in compensation will be spread over all pay periods in fiscal year 2012-2013. ○ Ability to charge DRL days subject to same terms as FY 2011-2012 days. ○ Ten month teachers will be allowed to charge FY 2012-2013 DRL days off during 2012-2013 academic calendar. ○ Four day reduction repaid to active employees over 39 pay periods (18 months) beginning in March 2016. ○ Employees who separate from service will be repaid for 2012-2013 reduction at time of separation. 	<p>2011-12 and through FY 2012-2013.</p> <ul style="list-style-type: none"> ○ DRL days off are guaranteed days off, to be scheduled at employee’s election, subject to same scheduling provisions as previously agreed. ○ Ten month teachers will be allowed to charge DRL days through end of the 2012-13 academic calendar. ● Total compensation, less overtime, will be reduced by the value of 9 days as follows: <ul style="list-style-type: none"> ○ The 2011-2012 value of the days will be spread equally over remaining 10 pay periods in FY 2011-12 by reducing total compensation, less overtime, by 4.198%. <ul style="list-style-type: none"> ▪ Reduction will result in approximately 4 days of pay in FY 2011-12. It is also equivalent to the bi-weekly reduction that would have occurred on a bi-weekly basis under the original tentative agreement. ○ The 2012-13 value of the days will be spread equally over the 26 pay periods in 2012-13 by reducing total compensation, less overtime, by a factor of 1.847%. <ul style="list-style-type: none"> ▪ Reduction will result in approximately 5 days of pay in FY 2012-13. ● 9 day reduction repaid to active employees over 39 pay periods (18 months) beginning in March 2015 (one year earlier than previously agreed). <ul style="list-style-type: none"> ○ Employees who separate from service will be repaid for 9 day reduction at separation from service.

**2011-2015 Tentative Agreement
Comparison to July, 2011 Tentative Agreement**

Article	OLD – July, 2011 Tentative Agreement	NEW – October, 2011 Tentative Agreement
NEW Article 21 – Workforce Reduction Limitation	<ul style="list-style-type: none"> • For Fiscal Years 2011-2012 and 2012-2013, employees 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 or Spending and Government Efficiency (SAGE) Commission determinations are excluded from these limitations. 	<ul style="list-style-type: none"> • Same
NEW Workforce Reduction Limitation Implementation Sideletter	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • New side letter will specifically reference memorandum from Director of State Operations Glaser to all Agency Heads regarding the implementation and scope of workforce reduction limitations contained in Article 21.2 • Current layoffs will be suspended pending ratification and rescinded following ratification • Glaser memorandum to Agency Heads states: “The recently concluded tentative agreement with PEF prohibits layoffs of PEF–represented employees this fiscal year and next fiscal year and provides additional job security measures for the full four year contract term.”
Workforce Reduction Limitation Notice Sideletter	<ul style="list-style-type: none"> • For layoffs resulting from facility closures and/or SAGE Commission actions announced subsequent to ratification of the Agreement, employees shall receive sixty (60) days notification prior to the effective date of the termination. • For layoffs resulting from other changes in circumstances (separate from facility closures and/or SAGE Commission actions), employees shall receive thirty (30) days notification prior to the effective date of the termination. • The State will encourage agencies to utilize the Agency 	<ul style="list-style-type: none"> • Same

**2011-2015 Tentative Agreement
Comparison to July, 2011 Tentative Agreement**

Article	OLD – July, 2011 Tentative Agreement	NEW – October, 2011 Tentative Agreement
	Reduction Transfer List (“ARTL”) process where appropriate and feasible. Nothing herein shall be deemed a waiver of any kind by either party regarding their respective underlying positions as to the appropriate interpretation of Civil Service Law §78.	
Article 12 – Attendance and Leave - Vacation Accrual Cap	<ul style="list-style-type: none"> • On April 1, 2012 only, employees may continue to carry up to 45 days of vacation. Vacation accrual maximum returns to 40 days on April 1, 2013. 	<ul style="list-style-type: none"> • Same
Article 12 – Productivity Enhancement Program	<ul style="list-style-type: none"> • Employees SG 24 and below may cash in six days of vacation or personal leave for \$1,000 which is used to offset the employee’s contribution to health insurance premiums. 	<ul style="list-style-type: none"> • 2012: Employees SG 24 and below may cash in either 3 or 6 days of vacation or personal leave for a credit of either \$500 or \$1,000 to offset the cost of health insurance premiums. • 2013: <ul style="list-style-type: none"> ○ SG 17 and below – 3 or 6 days for credit of \$500 or \$1,000. ○ SG 18-24 – <ul style="list-style-type: none"> ▪ 1/1/13 to 3/31/13 – 3 or 6 days for credit of \$500 or \$1,000 prorated. ▪ 4/1/13 to 12/31/13 – annual benefit of 2 days or 4 days for credit of \$500 or \$1,000. ▪ Annual benefit will be prorated for midyear phase-in. • 2014 and 2015: <ul style="list-style-type: none"> ○ SG 17 and below –3 or 6 days for credit of \$500 or \$1,000. ○ SG 18 to 24 –2 days or 4 days for credit of \$500 or \$1,000.
Article 9 – Employee Premium	<ul style="list-style-type: none"> • Effective October 1, 2011 the employee’s share of Empire Plan premiums will increase as follows: • Grade 10 and above: 	<ul style="list-style-type: none"> • Same

**2011-2015 Tentative Agreement
Comparison to July, 2011 Tentative Agreement**

Article	OLD – July, 2011 Tentative Agreement	NEW – October, 2011 Tentative Agreement
Contribution	<ul style="list-style-type: none"> ○ Individual –16% for employee ○ Family –16% for employee plus 31% for covered dependent(s) ● Grade 9 and below: <ul style="list-style-type: none"> ○ Individual –12% for employee ○ Family –12% for employee plus 27% for covered dependent(s) 	<ul style="list-style-type: none"> ● Same
Article 9 – Health Insurance Enrollment Opt Out	<ul style="list-style-type: none"> ● Effective January 1, 2012 eligible employees who opt out of health insurance coverage will receive additional compensation for doing so as follows: <ul style="list-style-type: none"> ○ Individual coverage - \$1,000/year ○ Family coverage - \$3,000/year ● Payment spread over year and paid in bi-weekly paycheck. ● Employees must have been enrolled on 4/1/11 if previously eligible for coverage. ● Employees not previously eligible for coverage must choose to opt out as soon as they become eligible. ● Employees must have proof of alternate coverage. ● Employees may re-enroll either following a qualifying change in status or during the annual option transfer period. ● Employees who opt out are deemed “enrolled” at retirement to be eligible for retiree health insurance coverage. 	<ul style="list-style-type: none"> ● Same
Article 9 – Retiree Sick Leave Credit	<ul style="list-style-type: none"> ● Effective October 1, 2011, for employees retiring on or after 10/1/11, new life expectancy tables will be used to calculate the value of the monthly sick leave credit. ● The tables that Civil Service must use as of 10/1/2011 to calculate the sick leave credit will be the 1999 Unisex life expectancy tables currently used by NYSERS. ● All employees can use up to 200 days of sick leave for retiree health insurance costs (no change from current). 	<ul style="list-style-type: none"> ● Implementation of change to new life expectancy table will be December 1, 2011 for employees retiring on or after that date.
Article 9 – Empire Plan Par-provider	<ul style="list-style-type: none"> ● No change to any medical copays throughout the term of the tentative agreement. ● Effective 10/1/2011, pursuant to federal Patient Protection 	<ul style="list-style-type: none"> ● Same

**2011-2015 Tentative Agreement
Comparison to July, 2011 Tentative Agreement**

Article	OLD – July, 2011 Tentative Agreement	NEW – October, 2011 Tentative Agreement
Copays	Affordable Care Act (PPACA), certain office visits, tests, and immunizations considered to be “preventive care” will be exempt from copayment.	<ul style="list-style-type: none"> • Same
Article 9 – Empire Plan Par-Providers	<ul style="list-style-type: none"> • Effective 1/1/2012, the participating provider network will include Nurse Practitioners and “Minute Clinics,” subject to applicable par provider copayment. 	<ul style="list-style-type: none"> • Same
Article 9 – Empire Plan Annual Deductible	<ul style="list-style-type: none"> • Effective 1/1/2012, annual deductibles when using non-network providers will be: <ul style="list-style-type: none"> ○ \$1,000 for the enrollee, \$1000 for the spouse/domestic partner, and \$1000 for one or all dependent children. ○ Combines separate deductibles for Basic Medical, Non-Network Mental Health, and Non-Network Substance Abuse into one per enrollee, one per spouse, and one per all dependent children (per federal Mental Health Parity requirements). • Adds cap of \$500 for employees Salary Grade 6 and below. • Eliminates annual CPI-W adjustments. 	<ul style="list-style-type: none"> • Same
Article 9 – Empire Plan Annual Coinsurance Maximum	<ul style="list-style-type: none"> • Effective 1/1/2012, coinsurance maximums when using non-network providers will be: <ul style="list-style-type: none"> ○ \$3,000 for the enrollee, \$3,000 for the spouse/domestic partner, and \$3,000 for one or all dependent children. ○ Combines separate coinsurance maximums for Basic Medical, Non-Network Mental Health, Non-Network Substance Abuse and Non-Network Hospital into one per enrollee, one per spouse, and one per all dependent children (per federal Mental Health Parity requirements). • Cap of \$1,500 for employees Salary Grade 6 and below. • Eliminates annual CPI-W adjustment. 	<ul style="list-style-type: none"> • Same

**2011-2015 Tentative Agreement
Comparison to July, 2011 Tentative Agreement**

Article	OLD – July, 2011 Tentative Agreement	NEW – October, 2011 Tentative Agreement
Article 9 – Empire Plan – Participating Provider Guaranteed Access	<ul style="list-style-type: none"> • Effective 1/1/2012, a Guaranteed Access Program for participating primary care physicians (PCPs) and “core” specialists will be implemented. • Under the program, if there is no participating provider within the geographic access standard, enrollees will receive paid in full coverage (less appropriate copay if any). 	<ul style="list-style-type: none"> • Same
Article 9- Empire Plan Prescription Drug Retail Copays	<ul style="list-style-type: none"> • Effective 10/1/2011 - Retail copays as follows: <ul style="list-style-type: none"> ○ Level One <ul style="list-style-type: none"> ▪ 30-day supply - \$5 ▪ 90 day supply - \$10 ○ Level Two <ul style="list-style-type: none"> ▪ 30-day supply - \$25 ▪ 90-day supply - \$50 ○ Level Three <ul style="list-style-type: none"> ▪ 30-day supply - \$45 ▪ 90-day supply - \$90 	<ul style="list-style-type: none"> • Change in Retail copays will be effective 12/1/2011
Article 9 – Empire Plan Prescription Drug Mail Service Copays	<ul style="list-style-type: none"> • Effective 10/1/2011 Mail Service copays as follows: <ul style="list-style-type: none"> ○ Level One <ul style="list-style-type: none"> ▪ 30-day supply - \$5 ▪ 90 day supply - \$5 ○ Level Two <ul style="list-style-type: none"> ▪ 30-day supply - \$25 ▪ 90-day supply - \$50 ○ Level Three <ul style="list-style-type: none"> ▪ 30-day supply - \$45 ▪ 90-day supply - \$90 	<ul style="list-style-type: none"> • Change in Mail Service copays will be effective 12/1/2011
Article 9 – Empire Plan Prescription Drug Program	<ul style="list-style-type: none"> • Effective 10/1/2011, “First Launch” generic medications may be excluded or placed on Level 3 of Empire Plan Flexible Formulary while brand name drug remains less expensive. 	<ul style="list-style-type: none"> • Same
Article 9 – Empire Plan Prescription Drug	<ul style="list-style-type: none"> • Effective 1/1/2013, new “New to You” requirement. • Enrollee must get two 30-day fills of a newly prescribed drug at retail before benefits will be provided for a 90-day 	<ul style="list-style-type: none"> • Same

**2011-2015 Tentative Agreement
Comparison to July, 2011 Tentative Agreement**

Article	OLD – July, 2011 Tentative Agreement	NEW – October, 2011 Tentative Agreement
Program	fill. Does not apply to changes in dosage level.	
Article 9 – Joint Committee on Health Benefits Responsibilities	<ul style="list-style-type: none"> • JCHB to work with State to implement, oversee and monitor Guaranteed Access Program for PCPs and “core” specialists. • Once established, no change in access standards without joint agreement of State and PEF. 	<ul style="list-style-type: none"> • Same
	<ul style="list-style-type: none"> • JCHB to work with State to establish and implement voluntary Health Risk Assessment Program and educational endeavors designed to encourage healthier lifestyles. 	<ul style="list-style-type: none"> • Same
	<ul style="list-style-type: none"> • JCHB to meet and confer with State on evaluation of possible transition to GHI Preferred Plus dental plan. 	<ul style="list-style-type: none"> • Same
	<ul style="list-style-type: none"> • JCHB will review radiology pre-notification requirement and review viability and cost effectiveness of implementing pre-authorization program for those services and for non-urgent/non-emergent cardiologic procedures and testing. 	<ul style="list-style-type: none"> • Same
	<ul style="list-style-type: none"> • JCHB to work with State to implement and oversee a “Healthy Back” disease management program. 	<ul style="list-style-type: none"> • Same
	<ul style="list-style-type: none"> • JCHB to work with State to implement and oversee a Bariatric Surgery management program. 	<ul style="list-style-type: none"> • Same
	<ul style="list-style-type: none"> • If found advantageous and feasible, “Alternative Prescription Drug Program” will be offered to PS&T Unit enrollees on a voluntary basis. 	<ul style="list-style-type: none"> • Same
	<ul style="list-style-type: none"> • State to develop and release RFP for self-insured Prescription Drug Program. • JCHB will work with State in development of RFP and review and comment on proposals received. • State will evaluate ability/timetable to expand self-insurance to remaining components of Empire Plan and dental plan. 	<ul style="list-style-type: none"> • Same
Joint Committees – Articles 9, 10, 14, 15, 18, 27, 42,	<ul style="list-style-type: none"> • Committee funding will continue at FY 2010-11 levels for FY 2011-12, FY 2012-13, and FY 2013- 14 as follows: <ul style="list-style-type: none"> ○ Art. 9 – JCHB \$500,000 	<ul style="list-style-type: none"> • The following committee funding amounts are modified as follows: <ul style="list-style-type: none"> ○ Art. 9 <ul style="list-style-type: none"> ▪ 2011-12 - \$500,000 ▪ 2012-13 - \$0 ▪ 2013-14 - \$0

**2011-2015 Tentative Agreement
Comparison to July, 2011 Tentative Agreement**

Article	OLD – July, 2011 Tentative Agreement	NEW – October, 2011 Tentative Agreement
	<ul style="list-style-type: none"> ○ Art. 15 – Professional Development <ul style="list-style-type: none"> ▪ Art. 15.3 \$5,629,200 ▪ Art. 15.4 \$980,500 ▪ Art. 15.5 \$959,500 ▪ Art. 15.6 \$500,000 ○ Art. 10 – EAP \$426,000 ○ Art. 14 – PDQWL \$530,000 ○ Art. 18 – H&S \$688,000 ○ Art. 27 – Prop. Damage \$20,700 ○ Art. 42 – Family Benefits \$1,884,600 ● Committee funding levels increase by 2% in FY 2014-15. 	<ul style="list-style-type: none"> ▪ 2014-15 - \$510,000 ○ Art. 15.3 <ul style="list-style-type: none"> ▪ 2011-12 - \$2,879,200 ▪ 2012-13 - \$1,129,200 ▪ 2013-14 - \$1,129,200 ▪ 2014-15 - \$1,241,784 ○ Art. 15.6 <ul style="list-style-type: none"> ▪ 2011-12 - \$0 ▪ 2012-13 - \$500,000 ▪ 2013-14 - \$500,000 ▪ 2014-15 - \$510,000 ● Committee funding levels restored to FY 2007-2011 levels plus 2 % for 9 month continuation of committee funding post expiration – April 2, 2015-December 31, 2015. ● Other committee funding levels unchanged from July 2011 tentative agreement.
Sideletter – Patient Abuse Discipline	<ul style="list-style-type: none"> ● New panel of arbitrators for abuse cases will be created. ● Arbitrators’ fees will increase to an agreed-upon daily rate. ● Joint training will be provided to the panel. Additional training will be provided every 2-3 years thereafter. ● A table of penalties for increasingly severe acts of misconduct will be negotiated. ● Employees guilty of patient abuse who are not terminated will not return to the facility where abuse occurred. 	<ul style="list-style-type: none"> ● Same
Utilization of Workforce Sideletter	<ul style="list-style-type: none"> ● A joint committee will be created to review the State’s utilization of employees of non-State entities during the term of this Agreement. The parties will meet and confer on how permanent State employees can be better utilized to perform functions currently performed by such employees. 	<ul style="list-style-type: none"> ● Same