

---

# 2011-2016

## ***State Contract Tentative Agreement***



Local 1000, AFSCME, AFL-CIO  
143 Washington Ave., Albany, NY 12210

Danny Donohue, President

	<b>Current Contract</b>	<b>NYS Original Proposal</b>	<b>Tentative Agreement</b>
<b>Term of Agreement</b>	<ul style="list-style-type: none"> <li>• Four Year</li> </ul>	<ul style="list-style-type: none"> <li>• Six Year</li> </ul>	<ul style="list-style-type: none"> <li>• Five Year (2011-2016)</li> </ul>
<b>New Article</b> <i>No Layoff</i>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• For the Fiscal Years 2011-12 and 2012-13, employees represented by CSEA shall be protected from layoffs resulting from the facts and circumstances that gave rise to the present need for \$450 million in workforce savings.</li> <li>• 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.</li> <li>• Workforce reductions due to the closure or restructuring of facilities, as authorized by legislation, and SAGE determinations are excluded from these limitations.</li> </ul>
<b>New Article</b> <i>Temporary Employees</i>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• CSEA and the State will form a committee to participate in a review of all temporary service employees, consultants and contractors during the term of this agreement.</li> <li>• The parties will meet and confer as to how State employees can be better utilized to fill this role in present and future circumstances.</li> </ul>

	Current Contract	NYS Original Proposal	Tentative Agreement
<b>Article 7</b> <b>Compensation</b> General Salary Increase:	<ul style="list-style-type: none"> <li>• 2007: 3%</li> <li>• 2008: 3%</li> <li>• 2009: 3%</li> <li>• 2010: 4%</li> </ul>	<ul style="list-style-type: none"> <li>• 2011-12: 0%</li> <li>• 2012-13: 0%</li> <li>• 2013-14: 0%</li> <li>• 2014-15: 0%</li> <li>• 2015-16: 1% (10/1/15)</li> <li>• 2016-17: 2% (10/1/16)</li> </ul>	<ul style="list-style-type: none"> <li>• 2011-12: 0%</li> <li>• 2012-13: 0%</li> <li>• 2013-14: \$1,000 Cash Bonus*</li> <li>• 2014-15: 2% (4/1/14)</li> <li>• 2015-16: 2% (4/1/15)</li> </ul> <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> <ul style="list-style-type: none"> <li>• \$775 in first payroll period of 2013-14</li> <li>• \$225 in the first payroll period of 2014-15</li> </ul>
Longevity Payment and Increment Advances	<ul style="list-style-type: none"> <li>• Annual lump sum longevity payments</li> <li>• 5 yr. - \$1,250</li> <li>• 10 yr. - \$2,500</li> <li>• Annual increments payable yearly.</li> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• Eliminate longevity payments and increments.</li> </ul>	<b>No Change.</b>
Furlough		<ul style="list-style-type: none"> <li>• 20 furlough days over first four years of the Agreement.</li> </ul>	<ul style="list-style-type: none"> <li>• Deficit Reduction Leave agreed to in order to limit cost shifts in Health Insurance to employees.               <ul style="list-style-type: none"> <li>• 2011-12: Five day furlough spread over 16 pay periods</li> <li>• 2012-13: Four day furlough spread over 26 pay periods</li> <li>• Cash value of the four days from the 2012-13 furlough will be repaid in equal installments over 18 months beginning the final pay period of fiscal year 2015-16.</li> <li>• State will ensure that each employee will be allowed to take the time off.</li> <li>• Days off are at employee's election with supervisory approval.</li> </ul> </li> </ul>

	<b>Current Contract</b>	<b>NYS Original Proposal</b>	<b>Tentative Agreement</b>
<b>Article 9 Health Insurance</b>  Insurance Premium Contribution Effective 10/1/11	Individual: 10% Family: 25%	Individual: 20% Family: 35%	Grade 9 and Below: Individual: 12% Family: 27%  Grade 10 and Above: Individual: 16% Family: 31%
Health Insurance Opt Out Benefit Effective 1/1/12	<ul style="list-style-type: none"> <li>• Not Currently Available</li> </ul>	No Initial Proposal	Annual Payment of \$1,000 (Individual) or \$3,000 (Family) if employee can provide proof of alternative insurance. Opt back in if federally qualified event takes place.
Empire Plan Hospital In Network In-patient co-pay	None	2011: \$250 2013: \$275 2014: \$300 2015: \$325	None
Empire Plan Hospital Emergency Room	\$60 Co-pay	2011: \$100 2013: \$110 2014: \$120 2015: \$130	No Change in Benefit
Empire Plan Hospital Outpatient Radiology	\$30 Co-pay	2011: \$200 2013: \$220 2014: \$240 2015: \$260	No Change in Benefit
Empire Plan Hospital Outpatient Laboratory	\$30 Co-pay	2011: \$200 2013: \$220 2014: \$240 2015: \$260	No Change in Benefit
Empire Plan Hospital Outpatient Physical Therapy	\$15 Co-pay	2011: \$200 2013: \$220 2014: \$240 2015: \$260	No Change in Benefit
Empire Plan Hospital Outpatient Ambulatory Surgery	\$40 Co-pay	2011: \$500 2013: \$550 2014: \$600 2015: \$650	No Change in Benefit
Empire Plan Hospital Non-network Inpatient	Enrollee responsible for 10% of charges limited to \$1500 out-of-pocket expenses	90% of Average County Rates	No Change in Benefit

	<b>Current Contract</b>	<b>NYS Original Proposal</b>	<b>Tentative Agreement</b>
Empire Plan Skilled Nursing Facility	365 days per spell of illness	120 days	No Change in Benefit
Hospital Grace Period	24 Hour Prior Notification to Inpatient Discharge	Elimination of Grace Period	No Change in Benefit
Empire Plan Participating Provider Copayment Effective 10/1/11	<ul style="list-style-type: none"> <li>• \$15 office visit/office surgery; laboratory/radiology</li> </ul>	Primary Care: 2011: \$25 2013: \$30 2014: \$33 2015: \$35  Specialist - to include free standing radiology, urgent care centers and physicians: 2011: \$25 2013: \$50 2014: \$53 2015: \$55	\$20 office visit/office surgery; laboratory/radiology including specialists
Outpatient Ambulatory Surgical Centers	<ul style="list-style-type: none"> <li>• \$30 Copayment</li> </ul>	\$250 Copayment	No Change in Benefit
Nurse Practitioners/Minute Clinics Effective 1/1/12	<ul style="list-style-type: none"> <li>• Not Covered Participating Providers</li> </ul>	Covered providers	Covered Providers
Specialty Medications Administered by Participating Providers	<ul style="list-style-type: none"> <li>• No physician requirements</li> </ul>	Require physician to obtain specialty medications through Specialty Pharmacy	No change in benefit.
Centers of Excellence Travel Benefit	<ul style="list-style-type: none"> <li>• No cap</li> </ul>	\$10,000 cap	No Change in Benefit
Infertility Centers of Excellence Prescription Drug Spend	<ul style="list-style-type: none"> <li>• Prescription Drug Spend not included in \$50,000 benefit</li> </ul>	Prescription Drug Spend to be included in \$50,000 benefit	No Change in Benefit
Empire Plan Out of Network Annual Deductible Effective 1/1/12	<ul style="list-style-type: none"> <li>• \$250 per enrollee; per enrolled spouse/domestic partner; one or all children combined</li> <li>• Currently, three copays (medical, mental health and substance abuse).</li> </ul>	<ul style="list-style-type: none"> <li>• \$1,000 combined deductible per enrollee; per enrolled spouse/domestic partner; one or all children combined</li> </ul>	<ul style="list-style-type: none"> <li>• \$1,000 combined deductible per enrollee; per enrolled spouse/domestic partner; one or all children combined</li> <li>• Buy Down (Grade 6 or below) annual deductible capped at \$500</li> </ul>
Empire Plan Out of Network Coinsurance	<ul style="list-style-type: none"> <li>• Insurer reimburses 80% of reasonable and customary charges</li> </ul>	Insurer reimburses 70% of reasonable and customary charges	No Change in Benefit

	<b>Current Contract</b>	<b>NYS Original Proposal</b>	<b>Tentative Agreement</b>
Empire Plan Out of Network Coinsurance Maximum Effective 1/1/12	<ul style="list-style-type: none"> <li>After Annual Deductible is met, enrollee must meet \$515 coinsurance maximum prior to insurer reimbursing 100% of reasonable and customary fee. Buy Down (Grade 6 and below) coinsurance maximum capped at \$309</li> </ul>	\$5,000 in coinsurance to be met prior to insurer reimbursing 100% of reasonable and customary	\$3,000 in coinsurance to be met prior to insurer reimbursing 100% of reasonable and customary. Buy Down (Grade 6 and below) coinsurance maximum capped at \$1,500
Guaranteed Network Access Effective 1/1/12	<ul style="list-style-type: none"> <li>Not available</li> </ul>	No Proposal	Using geo-access standards, individuals will have access to providers or receive network benefits through insurer. Oversight, monitoring and modification of standards under 9.26
Empire Plan Radiology Pre – Authorization Requirement	<ul style="list-style-type: none"> <li>Non urgent, outpatient MRI, MRA, CT , PET Scans or Nuclear Medicine tests require pre-notification or \$250 penalty and 50% reimbursement; whichever is less.</li> </ul>	Pre-authorization and approval required or \$250 penalty and 50% reimbursement; whichever is less. If deemed not medically necessary, no coverage provided	No Change in Benefit. To be reviewed under 9.26
Cardiology Pre-Authorization	<ul style="list-style-type: none"> <li>No requirement</li> </ul>	Non urgent, outpatient pre-authorization and approval of diagnostic cardiology testing required or \$250 penalty and 50% reimbursement; whichever is less. If deemed not medically necessary, no coverage provided.	No Change in Benefit To be reviewed under 9.26
Healthy Back Program	<ul style="list-style-type: none"> <li>No Program</li> </ul>	Voluntary program to offer educational resources, referrals to therapy(s) for identified individuals	To be implemented and overseen under 9.26
Bariatric Surgery Management Program	<ul style="list-style-type: none"> <li>No Program</li> </ul>	Individuals seeking bariatric surgery required to receive services through Program to receive maximum benefit	To be implemented and overseen under 9.26
Health Risk Assessment Program	No Program	No Proposal	Under 9.26, Voluntary Health Risk Assessment Program to be implemented as an incentivized program. Educational endeavors will be developed to influence healthy lifestyles.

	Current Contract			NYS Original Proposal			Tentative Agreement		
Self Insurance	• Fully Insured			No Proposal			RFP to go out on Prescription Drug Contract on self insured basis. Remaining components to be evaluated for self insurance.		
Smoking Surcharge	• No Surcharge			• \$25 Monthly Premium Charge to Individuals who smoke			No Surcharge		
Empire Plan Prescription Drug Coverage Copays	Retail Pharmacy:			Retail Pharmacy			Retail Pharmacy:		
		30 Day Supply	90 Day Supply		30 Day Supply	90 Day Supply		30 Day Supply	90 Day Supply
	Generic	\$5	\$10	Generic	\$10	Not Available	Generic	\$5	\$10
	Preferred	\$15	\$30	Preferred	\$25	Not Available	Preferred	\$25	\$50
	Non Preferred	\$40	\$70	Non Preferred	\$50	Not Available	Non Preferred	\$45	\$90
	Mail Order:			Mail Order:			Mail Order		
		30 Day Supply	90 Day Supply		30 Day Supply	90 Day Supply		30 Day Supply	90 Day Supply
	Generic	\$5	\$5	Generic	\$10	\$25	Generic	\$5	\$5
Preferred	\$15	\$20	Preferred	\$25	\$62.50	Preferred	\$50	\$50	
Non Preferred	\$40	\$65	Non Preferred	\$50	\$125	Non-Preferred	\$90	\$90	
				By the end of the contract term, Generic copayments will increase an additional \$3, preferred copayments will increase \$7.50 and non-preferred copayments will increase \$15 for both 30 days. The 90 days supply increases will be 2.5 times the 30 day copay increases.					

	Current Contract	NYS Original Proposal	Tentative Agreement
Empire Plan Flexible Formulary Effective 10/1/11	Preferred formulary with availability of all drugs.	Flexible formulary which allows specific drugs in a category to be excluded and/or placed on most appropriate tier.	Flexible formulary which allows specific drugs in a category to be excluded and/or placed on most appropriate tier.  Includes a four-month transition waiver of the top three highly utilized drugs that will no longer be available on the flexible formulary.
Empire Plan Prescription Drug Step Therapy	Step therapy not in place.	Three therapeutic classes of drugs (sleep aids, infertility and immunologic agents) requires an enrollee to try another drug in the category before a designated drug would be covered.	No change in benefit.
Empire Plan Specialty Drugs Effective 10/1/11	JCHB language to review in last contract.	Drugs which require special training to administer in the home intravenously, self-injectable drugs and drugs that have high side effects will be required to be filled through the Specialty Pharmacy, subject to the mail order copayment.	Drugs which require special training to administer in the home intravenously, self-injectable drugs and drugs that have high side effects will be required to be filled through the Specialty Pharmacy, subject to the mail order copayment.
Empire Plan New to You Maintenance Prescription Drugs Effective 1/1/13	JCHB language to review implementation of “new to you” drugs during last contract.	Enrollees must get two 30 day fills at a retail setting of a newly prescribed medication prior to being able to obtain a 90 day fill through retail or mail order.	Enrollees must get two 30 day fills at a retail setting of a newly prescribed medication prior to being able to obtain a 90 day fill through retail or mail order.
Empire Plan Alternative Drug Program	JCHB language to perform a comprehensive study of a pilot project offering an Alternative Prescription Drug Program for Empire Plan enrollees.	No proposal	Under Article 9.26, at the conclusion of the comprehensive study regarding the feasibility of a pilot project offering an Alternative Prescription Drug Program for Empire Plan enrollees, the appropriate steps will be taken to offer such pilot program if found advantageous and feasible.

	Current Contract	NYS Original Proposal	Tentative Agreement
<b>Article 10 Attendance and Leave Productivity Enhancement Program</b>	<ul style="list-style-type: none"> <li>• Three days of vacation and/or personal leave worth up to \$500 to be used towards health insurance premiums.</li> <li>• Enrollment in November of each calendar year.</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• Six days of vacation and/or personal leave worth up to \$1,000 to be used towards health insurance premiums.</li> <li>• Enrollment in November of each calendar year.</li> </ul>
Sick Leave Accumulation	<ul style="list-style-type: none"> <li>• Ability to save up to 200 days of sick leave to be utilized to pay insurance premium costs in retirement.</li> </ul>	<ul style="list-style-type: none"> <li>• Total elimination of sick leave credit to pay insurance premium costs in retirement.</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain 200 days.</li> <li>• Update the current NYS Retirement System’s actuarial table effective October 1, 2011.</li> </ul>
<b>Article 13 Payroll Overtime</b>	<ul style="list-style-type: none"> <li>• Paid leave (vacation, sick, etc.) counts towards time worked for overtime calculation.</li> </ul>	<ul style="list-style-type: none"> <li>• Overtime will be paid only if an employee actually works 40 hours a week—paid leave (vacation, sick, etc.) does not count as time worked</li> </ul>	<ul style="list-style-type: none"> <li>• Payment for voluntary overtime will not be made for hours worked if sick leave is charged within the 40 hour workweek, unless such sick leave is scheduled in advance.</li> </ul>
<b>Article 30 Employee Benefit Fund</b>	<ul style="list-style-type: none"> <li>• 4/1/08: \$900 a year per person</li> <li>• 4/1/09: \$950 a year per person</li> <li>• 4/1/10: \$1,000 a year per person and thereafter</li> <li>• 4/1/11: additional lump sum payment of \$50 per person</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• 4/1/11: Current funding</li> <li>• 4/1/12: Current funding</li> <li>• 4/1/13: Current funding</li> <li>• 4/1/14: \$1,050 per person per year</li> <li>• 4/1/15: \$1,100 per person per year</li> </ul>

	Current Contract	NYS Original Proposal	Tentative Agreement
<b>Article 33 Discipline and Interrogation</b>	<ul style="list-style-type: none"> <li>Select panel for patient abuse and provide funding for joint training.</li> </ul>	<ul style="list-style-type: none"> <li>Revamp disciplinary policies regarding patient abuse.</li> </ul>	<ul style="list-style-type: none"> <li>Increase funding</li> <li>Selection of new panel</li> <li>More frequent training</li> <li>Create a table of penalties</li> <li>Improve Expedited Discipline Program <ul style="list-style-type: none"> <li>Modify current grievance form</li> <li>Increase time frame for documents to be shared from one to two weeks</li> <li>Panel Administrator will be responsible for all scheduling</li> </ul> </li> </ul>
<b>Contract Funding</b>	<ul style="list-style-type: none"> <li>Funding allocations for the term of the collective bargaining agreement in each Article: <ul style="list-style-type: none"> <li>Article 9: \$4,956,000</li> <li>Article 14: \$38,973,000</li> <li>Article 15: \$2,689,000</li> <li>Article 22: \$1,955,000</li> <li>Article 29: \$9,615,000</li> <li>Article 33: \$1,421,000</li> <li>Article 38: \$2,412,000</li> <li>Article 40: \$152,000</li> <li>Article 43: \$119,000</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>None</li> </ul>	<ul style="list-style-type: none"> <li>Two percent increase in funding for contract years 2014-15 and 2015-16.</li> </ul>

