Memorandum of Agreement
Between the State of New York
and
the New York State Police Investigators Association

The State of New York ("State") and the New York State Police Investigators Association ("NYSPIA") are parties to a Collective Bargaining Agreement with a stated term of April 1, 1999 through March 31, 2003, as modified by an Interest Arbitration Summary of Award (IA 2004-002) for the period April 1, 2003 through March 31, 2005; an Interest Arbitration Summary of Award (IA 2004-30) and an Addendum to the Interest Arbitration Summary of Award for the period April 1, 2005 through March 31, 2007; an Interest Arbitration Award (IA 2004-02/IA 2004-30) for the period April 1, 2003 through March 31, 2007; a Memorandum of Agreement, with a stated term of April 1, 2007 through March 31, 2011; a Memorandum of Agreement, with a stated term of April 1, 2011 through March 31, 2018; a Memorandum of Agreement with a stated term of April 1, 2018 through March 31, 2023; a Memorandum of Agreement dated May 4, 2021 regarding Juneteenth; and a letter agreement dated October 6, 2021 regarding seniority and acting assignments (collectively "Collective Bargaining Agreement"). Subject to approval by the NYSPIA Board of Directors and ratification by the Members of NYSPIA, the parties hereby agree to modify the Collective Bargaining Agreement as follows:

1. The term of the Agreement shall be from April 1, 2023 through March 31, 2026.
2. Compensation
   A. Base salary, maintenance allowance, longevity and holiday pay shall be increased as follows:

      a. Effective April 1, 2023 3%
      b. Effective April 1, 2024 3%
      c. Effective April 1, 2025 3% except effective April 1, 2025, a new base salary schedule shall be implemented which increases the starting base salary of an Investigator as set forth in **Attachment "A"** which is annexed hereto, made a part hereof and incorporated herein by reference.

   The above increases shall be fully retroactive to April 1, 2023, as appropriate, for all calculation purposes including overtime and retirement/pension purposes.
3. Rank of Sergeant/Sergeant Promotional List for Seniority Pay. Effective upon ratification, bargaining unit members shall receive seniority pay when they reach eight or more years of service with the New York State Police, hold the rank of Sergeant or take the Sergeant's exam and are placed on the Sergeant's list for promotion.
4. Expanded Duty Pay shall be increased as follows:

a. Effective April 1, 2023: 3%
b. Effective April 1, 2024: 3%
c. Effective April 1, 2025: $2,063.00

All increases in Expanded Duty Pay shall be fully retroactive to April 1, 2023 for all calculation purposes. Expanded Duty Pay shall continue to be counted for both overtime and retirement purposes.

5. Expertise Pay shall be increased as follows:

   a. Effective April 1, 2024: $375
   b. Effective April 1, 2025: $500

   All increases in Expertise Pay shall be fully retroactive to April 1, 2024 for all calculation purposes. Expertise Pay shall continue to be counted for both overtime and retirement purposes.

6. Location pay (regular) shall be increased as follows:

   Effective April 1, 2023 all locations increase by 3%
   Effective April 1, 2024 all locations increase by 3%
   Effective April 1, 2025 Orange, Putnam and Dutchess increase by $350
   Effective April 1, 2025 NYC, Rockland, Westchester, Nassau and Suffolk increase by $600

   Location pay (regular) increases, as set forth above, shall be fully retroactive to April 1, 2023 for all calculation purposes. Location pay (regular) shall continue to be counted for both overtime and retirement purposes.

7. Location pay (supplemental) shall be increased as follows:

   Effective April 1, 2023 all locations increase by 3%
   Effective April 1, 2024 all locations increase by 3%

   Location pay (supplemental) increases, as set forth above, shall be fully retroactive to April 1, 2023 for all calculation purposes. Location pay (supplemental) shall continue to be counted for both overtime and retirement purposes.

8. Lump Sum Payment

   Effective for each member of the bargaining unit during the period September 26, 2024 through July 25, 2025 each such member shall receive a one-time $3,000 lump sum payment that is not on base salary and not pensionable. If a member retires between such dates, they shall still be eligible for payment. If a member received a payment as a member of another State bargaining unit, they won't receive a second lump sum payment.

9. Effective upon ratification, Holiday Pay shall continue to be counted for retirement purposes and shall be counted for overtime purposes.

10. The Office of Employee Relations (OER) shall work with the Department of Civil Service who shall issue a Health Benefits Administrator (HBA) memo that shall add expertise pay and holiday pay to the calculation of the value of sick leave for its use to offset the cost of health insurance in retirement. As of the date of the HBA memo, OER will also ensure that prospectively the value of any sick leave payout separate from the amount used to offset the cost of health insurance in retirement shall also include such expertise pay and holiday pay.

11. Effective upon ratification of this Agreement by NYSPIA, the current Article 12 shall be replaced with the Article 12 that is annexed hereto, made apart hereof and incorporated herein by reference as **Attachment "B"**.

    Configuration of the current LATS system to accommodate the modification for the use of flex time to 2 hours per workweek is anticipated to be completed for members on or before 90 days after ratification of the collective bargaining agreement subject to such configuration for the modification not impacting the proper operation of the LATS system. The parties will meet periodically during this period to go over implementation of this change and exchange updates regarding the process. If such configuration impacts the proper operation of the LATS system, the parties agree to meet and develop interim implementation methods as soon as practicable pending a redesigned LATS system.

12. The parties agree to meet in labor management and review, analyze and discuss the potential implementation of an alternative schedule(s) for NYSPIA Bargaining Unit members who are not assigned to a backroom.

13. The State's contribution to the NYSPIA Employee Benefit Fund shall be increased as follows:

    a. Current rate of $57.99 per member used to calculate the amount to be deposited by the State into the Fund shall be continued and increase by 3% effective April 1, 2023, 3% effective April 1, 2024, and 3% effective April 1, 2025. The number of employees shall be determined as the number of NYPSIA bargaining unit members on the payroll for the payroll period that includes March 1 prior to each fiscal year (e.g., for fiscal year 2023-2024, it shall be the number of NYSPIA bargaining unit members on March 1, 2023).

14. All Contract Funding/Joint Contractual Committees/Programs/Professional Development and JCHB shall be increased as follows:

    a. Effective April 1, 2023: 3%
    b. Effective April 1, 2024: 3%
    c. Effective April 1, 2025: 3%

    Funding shall continue upon expiration of the Agreement for all Contract Funding/Joint Committees/Programs/Professional Development and JCHB in the event that a successor agreement has not been reached. Such funding during the term of this Agreement, to the extent needed, shall be used for any changes to the LATS system to implement Article 12 and Article 13 changes.

15. Article 13, Attendance and Leave shall be modified by adding a new section referencing Paid Parental Leave as set forth in **Attachment "C"**.

16. Amend the seniority article to include the following: Effective October 6, 2021, when a bargaining unit member is designated as an Acting Senior Investigator and is subsequently appointed as a Senior Investigator, their date of rank as a Senior Investigator for seniority purposes shall commence upon the start date of such Acting designation. This method of determining their date of rank shall only apply if the Member's service as an Acting Senior Investigator runs uninterrupted and consecutive to their appointment as a Senior Investigator.

17. Article 11, Health, Dental and Prescription Drug Insurance shall be modified as follows:

    a. Health care changes effective July 1, 2025 or as soon thereafter as is practicable.
    b. Amend Article 11 per **Attachment "D"**.
    c. Site of Care Side Letter per **Attachment "E"**.
    d. Access Protection Appendix per **Attachment "F"**.
    e. Across the board percentage increases to be applied to Joint Committee on Health and Dental Benefits

18. The Drug and Alcohol Policy shall be amended as follows:

    "All hair and/or urine specimens identified as positive on the initial/screening test(s) will be verified by a confirmatory test that meets or exceeds the requirements of the Mandatory Guidelines for Federal Workplace Drug Testing Programs."

    The parties agree to meet in labor-management to discuss and potentially agree upon additional changes to the Drug and Alcohol Policy that are mandatory subjects of bargaining. Any agreement to change any of the provisions of the Drug and Alcohol Policy shall be reduced to writing and signed by a representative of the Division, NYSPIA and OER. Such an agreement shall be subject to approval by the NYSPIA Board of Directors.

19. Appendix "E" to the Collective Bargaining Agreement (Modified Duty Agreement) shall be amended by deleting paragraph 43 – "Term of Agreement".

20. Effective April 1, 2025, the Banked Leave allotment of Employee Organization Leave shall be increased to two hundred and twenty (220) days per year.

21. The Federally Funded Overtime Agreement as set forth in **Attachment "G"** shall be included as a new Article in the Collective Bargaining Agreement.

22. Modify Article 7.5 NYSPIA Leave as follows:

    A permanent member or members nominated by the NYSPIA may be granted leave of absence with full salary from the member's or members' regular position or positions for the purpose of serving with the employee organization, subject to the conditions of this section. Each such leave, its term and renewal, shall be subject to the discretionary approval of the Director of the Office of Employee Relations. The NYSPIA shall periodically, as specified by the Director of the Office of Employee Relations, reimburse

the State for the salary or wages paid to each such member by the State during such leave of absence, together with the cost of fringe benefits, excluding the health insurance, dental, and vision benefits compensation components of that fringe benefit rate, at the percentage of salary, wages as determined by the Comptroller. In addition, this reimbursement will include, as determined by the Department of Civil Service, the Employer's share of premium for health and dental benefits as well as the Employer's actual costs associated with providing vision benefits and the cost of any Opt-Out Program payments, if any. The NYSPIA shall purchase an insurance policy in the form and amount satisfactory to the Director of the Office of Employee Relations to protect the State in the event the State is held liable for any damages or suffers any loss by reason of any act or omission by such employee during the period of such leave of absence with full salary.

23. Effective April 1, 2025, Article 13.4A shall be amended to increase Bereavement Leave and Family Sick Leave to a maximum of two hundred and forty (240) hours in each calendar year.

24. Effective April 1, 2025, Article 13.4B shall be amended to include "step-child, step-parent, step-brother, step-sister, aunt, uncle, parent-in-law, brother-in-law, sister-in-law, grandchild or any person living in the employee's household."

25. Inspection of personnel records (Article 17)

A. The parties have agreed to a side letter which states that the State shall meet and confer with NYSPIA in advance of the transition to an online-based performance evaluation to explain any changes to such online-based system. NYSPIA reserves the right to negotiate all mandatory subjects of bargaining related to the transition to online-based performance evaluations and to negotiate the impact thereof on any non-mandatory subjects of bargaining.

B. The parties have agreed to a side letter which states that the State shall meet and confirm with NYSPIA in advance of the transition to digital personal history folders. Such discussion shall also include employee access to such folders once they are digitized. NYSPIA reserves the right to negotiate all mandatory subjects of bargaining related to the transition to digital personal history folders and to negotiate the impact thereof on any non-mandatory subjects of bargaining.

26. Supervisory Responsibility Compensation.

Effective April 1, 2025, amend the compensation of an Investigator who is designated to serve as an "Acting Senior Investigator" or an "Acting Administrative Senior Investigator" so that a member so designated shall be entitled to the difference in pay between the base salary of a Senior Investigator in the geographic area he/she is serving and his/her base salary from the first day of the "acting" assignment.

27. Article 19.2 shall be amended as follows:

a. The current 19.2 entitled "Transfers to Special Investigation Units/Community Narcotics Enforcement Team" shall be designated as paragraph 19.2A. All references to "Community Narcotics Enforcement Team" and "CNET" shall be deleted from Article 19.2A.

b. A new Article 19.2B. shall be added regarding transfers to the National Instant Criminal System (NICS) as follows:

B. Transfers to Assignments in Office of Counter Terrorism – NICS Unit ("NICS Unit")

1. Filling Investigator Vacancies in NICS Unit.

Investigator vacancies in the NICS Unit shall be filled in accordance with the New York State Police Non-Competitive Interview Panel Process Guidelines.

- The Division shall advertise for open Investigator positions in the NICS Unit. Such postings shall include relevant details about the location and other working conditions associated with such opening(s). This posting will also inform Members of the necessary requirements to apply which shall include a memorandum of interest and a copy of an individual's resume, and any requested material;

- Such posting shall be advertised and made known for a period of time not less than thirty (30) days prior to filling the vacancy(ies) to permit interested unit members to apply for the open position(s);

- Once the posting period ends, the Division shall make selections for interviews among applicants for the position and inform those individuals who have been selected for an interview of their selection. Except as expressly provided herein to the contrary, the interview and selection process shall follow the protocol established in the New York State Police Non-Competitive Interview Panel Process Guidelines;

- Conduct an interview of all selected candidates by a panel of Members selected by the Detail Commander, or his/her designee, to ensure consistency in the interview process and fair consideration of selected interviewees;

- After interviews, the interview panel will make a recommendation to the Detail Commander;

- The Detail Commander shall forward the recommendation through channels to Division Headquarters. The successful and unsuccessful candidate(s) will be informed of the selection;

- Selection of Members to be interviewed and to fill the vacant position(s) shall be made in the best interest of Division, including consideration of special qualifications, and where those factors are equal, then seniority shall be the basis for selecting interviewees and filling the vacant positions.

2. Filling Vacancies in Senior Investigator Assignments in the NICS Unit

Senior Investigator vacancies in the NICS Unit shall be filled in accordance with the New York State Police Non-Competitive Interview Panel Process Guidelines.

- The Division shall advertise for open Senior Investigator positions in the NICS Unit. Such postings shall include relevant details about the location and other working conditions associated with such opening(s). This posting will also inform Members of the necessary requirements to apply which shall include a memorandum of interest and a copy of an individual's resume, and any requested material. Preference will be given to those who hold the rank of Senior Investigator who are eligible for transfer or who are assigned to the NICS Unit as an Investigator. Any Investigator must meet the basic requirements for appointment to the position of Senior Investigator as set forth in NYSP Regulation 11.7 (b);

- Such posting shall be advertised and made known for a period of time not less than thirty (30) days prior to filling the vacancy(ies) permitting interested unit members to apply for the open position(s);

- Once the posting period ends, the Division shall make selections for interviews among applicants for the position and inform those individuals who have been selected for an interview of their selection. Except as expressly provide herein to the contrary, the interview and selection process shall follow the protocol established in the New York State Police Non-Competitive Interview Panel Process Guidelines;

- Conduct an interview of all selected candidates by a panel of Members selected by the Detail Commander, or his/her designee, to ensure consistency in the interview process and fair considerations of selected interviewees;

- After interviews, the interview panel will make a recommendation to the Detail Commander;

- The Detail Commander shall forward the recommendation through channels to Division Headquarters. The successful and unsuccessful candidate(s) will be informed of the selection;

- Selection of Members to be interviewed and to fill the vacant position(s) shall be made in the best interest of Division, including consideration of special qualifications, and where those factors are equal, then seniority shall be the basis for selecting interviewees and filling the vacant positions.

3. NICS Unit Involuntary Transfers

For involuntary transfer purposes, each of the five (5) Regions of the NICS Unit shall be treated as separate Troops. Where such involuntary transfer is not made for special or extenuating reasons, Division shall transfer the least senior Member among those

qualified from within the NICS Unit Region that the subject NICS Unit Office is located. However, a Member who is assigned to the NICS Unit will only be involuntarily transferred to a NICS Unit Office that is more than thirty-five (35) miles from his/her assigned Station upon prior approval from Field Command and only if there is an operational need to transfer the Member to a location more than thirty-five (35) miles from his/her NICS Unit Office.

28. All NYSPIA bargaining unit members shall have access, subject to availability, to a class A uniform to wear during funerals, ceremonies and other appropriate occasions.

29. Side Letter – Adoption of Managed Program
This letter confirms the understanding reached by the parties during the negotiations of the 2023-2026 State/NYSPIA agreement on the subject of pre-tax adoption assistance program pursuant to Internal Revenue Code 26 U.S.C. Section 125 and related regulations.

Such a benefit provides employees an opportunity to pay for eligible adoption expenses.

The State agrees to make enrollment in its pre-tax program available as soon as practicable after ratification of this Agreement.

30. All side letters and Memoranda of Agreement between the State, Division of Station Police and NYSPIA shall be continued and become a part of the Collective Bargaining Agreement, subject to the agreement of the parties.

31. Prior to providing a statement (oral or written) in an administrative investigation/inquiry and/or critical incident, NYSPIA bargaining unit members shall be permitted to review the body worn camera recordings of events/incidents in which they were involved as recorded by their own body worn cameras if they are wearing one and if not, then the recording of the Division-issued body worn camera with the closest vantage point to that of the NYSPIA bargaining unit member which has the least obstructed recording of the relevant events/incidents. The Staff Inspector or PSB designee shall make the determination of which body worn camera has the least obstructed recording with the closest vantage point to that of the NYSPIA bargaining unit member. NYSPIA bargaining unit members shall be provided with a reasonable opportunity and facilities for them to review the body worn camera recordings, in private, prior to giving any such statement (oral or written). Access to additional Division issued body worn camera recordings shall be at the discretion of the Chief Inspector or their designee.

32. Amend Article 2, Bill of Rights per **Attachment "H"**.

33. Amend Article 4, Non-Discrimination per **Attachment "I"**.

34. As was discussed in negotiations for the 2023-2026 agreement, upon execution and ratification of the Agreement, NYSPIA has the right to reopen negotiations, during the term of the agreement, with respect to the sole issue of a general salary increase for fiscal year 2023-2024, 2024-2025 and/or 2025-2026 if any other state bargaining unit agrees to and ratifies a general salary increase exceeding 3.0% in any of these fiscal

years. This right is conditioned on taking into account the overall value of compensation increases for NYSPIA members during the term of the Agreement and the value of any concessions obtained by the State contained in the collective bargaining agreement used as justification by NYSPIA to demand reopening.

35. Except as modified herein and as may be agreed to by the State and the NYSPIA Board of Directors in the drafting of a comprehensive and updated document constituting the Collective Bargaining Agreement, all language and terms of the Collective Bargaining Agreement shall continue unchanged and are incorporated herein by reference.

36. When an effective date is omitted from any provision of this Memorandum of Agreement, the effective date shall be the ratification date of this Memorandum of Agreement by the NYSPIA membership.

37. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed to be an original and together shall constitute one and the same Agreement. Facsimile or other electronically-transmitted signatures on this Agreement shall be deemed to have the same force and effect as original signatures. A photocopy, facsimile, portable document format, or other such copy of this Agreement shall be deemed an original for all purposes.

William Diaz
Vice President and Acting President
New York State Police Investigators Association

Date: 4/16/2025

Michael N. Volforte
Director
Office of Employee Relations
State of New York

Date: 4/16/25

Timothy M. Dymond
Executive Director
New York State Police Investigators Association

Date: 4/16/2025

ATTACHMENT A

Attachment A

Investigator Base Salary 2025-26				
Years in BCI Uni'	te	O/P/Du	NYC/RM	Nas/Suf
0-1	$119,372	$119,372	$119,372	$119,372
1-2	$119,372	$119,372	$119,372	$119,372
2-3	$121,988	$122,247	$123,622	$123,983
3-4	$121,988	$122,247	$123,622	$123,983
4-5	$121,988	$122,247	$123,622	$123,983
5-6	$121,988	$122,247	$123,622	$123,983
6-7	$123,162	$123,419	$124,797	$125,158
7-8	$123,162	$123,419	$124,797	$125,158
8-9	$123,162	$123,419	$124,797	$125,158
9-10	$123,162	$123,419	$124,797	$125,158
10-11	$123,162	$123,419	$124,797	$125,158
11-12	$123,162	$123,419	$124,797	$125,158
12-13	$123,162	$123,419	$124,797	$125,158
13-14	$123,162	$123,419	$124,797	$125,158
14-15	$123,162	$123,419	$124,797	$125,158
15-16	$123,162	$123,419	$124,797	$125,158
16-17	$123,162	$123,419	$124,797	$125,158
17-18	$123,162	$123,419	$124,797	$125,158
18-19	$123,162	$123,419	$124,797	$125,158
19-20	$123,162	$123,419	$124,797	$125,158
20-21	$123,162	$123,419	$124,797	$125,158
21-22	$123,162	$123,419	$124,797	$125,158
22-23	$123,162	$123,419	$124,797	$125,158
23-24	$123,162	$123,419	$124,797	$125,158
24-25	$123,162	$123,419	$124,797	$125,158
25+	$123,162	$123,419	$124,797	$125,158

ATTACHMENT B

ATTACHMENT B

ARTICLE 12
Hours and Overtime

8 HOUR SCHEDULES AND 10 HOUR SCHEDULES

12.1 The 207-k exemption to the Fair Labor Standards Act shall be implemented to reflect that bargaining unit members shall be available for 168 hours of work per 28-day work period prior to overtime being incurred. The basic workweek for bargaining unit members shall be 40 hours per week from Thursday through Wednesday.

12.2 There shall be two work schedules for bargaining unit members. There shall be an eight (8) hour schedule and an eight (8)/ten (10) hour schedule for bargaining unit members assigned to backrooms (the Troop NYC Confidential Squad shall be considered a backroom). All work schedules should be prepared and posted twenty-one (21) days in advance of the start of the schedule and must be approved as final at least fourteen (14) days before the expiration of the then current work schedule.

12.3 The denominator for the overtime calculation shall be 2086 hours.

12.4 All bargaining unit members shall be compensated at the overtime rate for all credited hours of work in excess of 168 hours in a 28-day work period.

12.5 For purposes of this Article, "court" shall be defined as an appearance by a NYSPIA bargaining unit member in their official capacity in court or in an administrative proceeding. This shall not include an appearance by a NYSPIA bargaining unit member in a proceeding brought by or on behalf of a NYSPIA bargaining unit member or the collective bargaining representative unless the NYSPIA bargaining unit member is required to appear on behalf of the State and/or the Division.

12.6 Payment of overtime compensation shall be made by the close of the second biweekly payroll period following the period during which the overtime is earned. With the exception of recall and any program/detail with an established minimum, overtime is earned only at the end of the 28-day work schedule period.

12.7 Members shall not be scheduled to work in excess of twelve (12) hours in any one tour of duty.

12.8 A Member who is an off-duty status and is directed to remain at or report to a designated location, including, but not limited to, the Member's residence, to await further orders shall be considered to be on-duty while awaiting such further orders.

12.9 One meal period not to exceed one-half hour shall be included in each regular tour of duty.

12.10 RECALL

A. Recall shall be defined as any time a Member has signed out of duty and is subsequently notified to report for duty prior to the start of his/her next scheduled duty tour.

B. Any overtime earned pursuant to Recall shall be referred to herein as Recall Overtime. Recall Overtime is not time credited toward the 168 hours of work in that 28-day work schedule and is overtime earned upon completion of the work assignment.

C. Except as provided in Paragraph E, Members working the eight (8) hour schedule who are recalled to duty pursuant to Paragraph A shall receive Recall Overtime as an automatic minimum three (3) hour overtime payment. If the Member works more than three (3) hours, he/she shall be paid Recall Overtime for the total amount of time worked.

D. Except as provided in Paragraph E, Members working the ten (10) hour schedule who are recalled to duty pursuant to Paragraph A shall receive Recall Overtime as an automatic minimum four (4) hour overtime payment. If the Member works more than four (4) hours, he/she shall be paid Recall Overtime for the total amount of time worked.

E. If the Recall Overtime extends into the next regularly scheduled duty tour of a member, that Member shall only be entitled to an automatic overtime payment for the time between the start of the recall to duty and the start of the scheduled tour.

F. With the exception of Recall or any other program/detail with established minimums, Members working the eight (8) hour schedule who are called in or ordered to work outside their regular work schedule shall be credited with a minimum of three (3) hours of work in that 28-day work schedule. However, instances where Members work additional hours contiguous to a shift shall not result in a minimum credit of three (3) hours of work and only the actual hours worked will be credited as hours of work.

G. With the exception of Recall or any other program/detail with established minimums, Members working the ten (10) hour schedule who are called in or ordered to work outside their regular work schedule shall be credited with a minimum of four (4) hours of work in that 28-day work schedule. However, instances where Members

work additional hours contiguous to a shift shall not result in a minimum credit of four (4) hours of work and only the actual hours worked will be credited as hours of work.

12.11 There shall be no "make work" as related to Recall, or any programs/details with established minimums.

12.12 Annual Leave. The provisions of Article 13.1 shall continue except that leave credits shall be converted to hours at a rate of eight (8) hours per each credited day. Leave shall be utilized in hours based upon the length of the work day in the schedule being worked.

12.13 Personal Leave. The provisions of Article 13.3 shall continue except that leave credits shall be converted to hours at the rate of eight (8) hours per each credited day. Leave shall be utilized in hours based upon the length of the work day in the schedule being worked.

12.14 Sick Leave. The provisions of Article 13.2 shall continue except that leave credits shall be converted to hours at the rate of eight (8) hours per each credited day. Leave shall be utilized in hours based upon the length of the work day in the schedule being worked.

12.15 Bereavement Leave and Family Sick Leave. For purposes of this Agreement the 30-day maximum allowance for bereavement leave and family sick leave shall be converted to hours, producing a maximum of 240 hours in any one calendar year.

12.16 No Member's duty tour shall be rescheduled for the purpose of avoiding the payment of overtime, unless the Member has been notified of such change 24 hours in advance of the time when the rescheduled duty tour is to begin. This provision shall not prevent the Division from reverting to an original schedule upon cessation of the operational need for which schedule changes have been made. However, in no case shall a Member have their duty tour rescheduled for the purpose of avoiding the payment of overtime for an appearance by that Member in court.

12.17 A Member required to attend court while on vacation will, if court is scheduled during the Member's normal scheduled tour at that time, have the option of returning to duty for the full day or return to duty only for the period of court time and return to vacation status for the balance. If the former option is selected, the Member will report to the Member's station for any time the Member is not in court. A Member who attends court while on vacation will, if court is scheduled at a time other than during that Member's normally scheduled tour, be paid at the overtime rate.

12.18 Members shall not be scheduled to work successive duty tours without a minimum of 8 hours off between tours.

12.19 Bargaining unit members shall be eligible for an overtime meal allowance of $5.00 in accordance with the provisions of the Rules and Regulations of the Comptroller. A bargaining unit member will be entitled to an overtime meal when working flex time if qualified pursuant to Division Directive # 03-07 dated September 29, 2003.

12.20 Nothing in this Article shall prevent Members from mutually agreeing to exchange hours of work with other Members in the same title doing the same type of work at the same location pursuant to the following conditions:

A. Appropriate prior approval has been obtained; and

B. For the purpose of computing overtime, all hours worked pursuant to this section shall be considered as hours worked by the Member originally scheduled to work such hours; and

C. The Member actually performing the hours worked in exchange waives any consideration of such hours for overtime compensation; and

D. The Members acknowledge that the exchange of hours is voluntary and that no employer obligation is incurred; and

E. Such exchanges shall not be approved if they will result in a Member working 16 consecutive hours.

12.21 Members required to work short swings shall be compensated at the rate of Thirty Dollars ($30.00) per occurrence. Members shall be paid short swing pay when there are eight (8) hours or less between the scheduled end time of a Member's tour of duty and the start time of the next scheduled tour of duty.

For example, a Member is scheduled to work a C tour (3 p.m.-11 p.m.) with his/her next scheduled tour being a B tour (9 a.m.-5 p.m.). The Member works until 2 a.m. due to an unforeseen circumstance. That Member would not be entitled to be paid short swing pay because his/her C tour of duty was scheduled to end at 11 p.m.

For example, a Member is scheduled to work a B tour (9 a.m.-5 p.m.) with his/her next scheduled tour of duty being an A tour (12 a.m.-8 a.m.) This Member would be entitled to short swing pay since there are less than eight (8) hours between the scheduled end time of his/her tour of duty and the start time of his/her next scheduled tour of duty.

BACKROOM WORK SCHEDULE

12.22 Bargaining unit members assigned to a backroom (the Troop NYC Confidential Squad shall be considered a backroom) shall work a ten (10) hour schedule and be subject to the ten (10) hour schedule rules set forth herein. However, Senior Investigators and a limited number of Investigators will be allowed to elect to work an eight (8) hour schedule pursuant to the terms and procedures set forth herein and be subject to the eight (8) hour schedule rules set forth herein.

12.23 By mutual agreement of the parties, certain permanent assignments may be placed on an eight (8) hour work schedule and be subject to the eight (8) work schedule rules set forth below.

12.24 A bargaining unit member working the ten (10) hour schedule may be temporarily assigned to the eight (8) hour schedule and vice versa based upon a change in their assignment (i.e., training or Academy assignment) or due to an operational need caused by another bargaining unit member being on approved leave, to staff occasions where large crowds shall assemble or due to an unforeseen circumstance(s) or event(s) that calls for immediate police action. Any temporary change in schedule other than one required by a change in a bargaining unit member's assignment (i.e., training or Academy assignment) shall be bid voluntarily by seniority and if there are no volunteers, then mandated by reverse seniority.

12.25 Bargaining unit members working the ten (10) hour schedule who are temporarily assigned to an eight (8) hour schedule for a period that consists of one or more full 28-day work schedules will be subject to the eight (8) hour schedule rules set forth herein during the period of assignment. Bargaining unit members working the eight (8) hour schedule who are temporarily assigned to a ten (10) hour work schedule for a period that consists of one or more full 28-day work schedules will use the ten (10) hour schedule rules during the period of assignment. Bargaining unit members who are temporarily assigned to either an eight (8) hour work schedule or a ten (10) hour work schedule for a period that is less than one full 28-day work schedule will continue to follow the rules of their permanent work schedule.

Bargaining unit members working a combination of eight (8) and ten (10) hour tours of duty in the same workweek may, due to the switch in schedule, be scheduled to work or be credited with less than forty (40) hours of work during that workweek. In order to ensure that a bargaining unit member will not lose any hours of work as a result of the switch in schedule, they will either work or be credited with ten (10) hours of work on each day that they were assigned to the eight (8) hour work schedule.

Backroom 10 hour and 8 hour schedules

12.26 NYSPIA bargaining unit members assigned as backroom Investigators will work a ten (10) hour work schedule. However, ten percent (10%) of the statewide authorized backroom Investigator staffing, but not less than forty (40) Investigators, will be allowed to work an eight (8) schedule. If there is an operational need, Division may limit the number of backroom Investigators assigned to an eight (8) hour shift below forty (40). The process for the bidding of the forty (40) eight (8) hour slots shall be as set forth in Article 12.27.

12.27 Up to ten percent (10%) of the authorized backroom Investigator staffing of a Troop will be allowed to elect, by seniority, to work an eight (8) hour schedule. When determining the number of members allowed to elect an eight (8) hour schedule under the ten percent policy, a fraction of a percentage of .4 or less shall be rounded down to the next whole number and .5 or more shall be rounded up to the next whole number. The bidding process shall be conducted on an annual basis and shall be completed by March 1 of each year. In the event that the Troop bidding process results in less than forty (40) Investigators selecting to work an eight (8) hour schedule, any remaining eight (8) hour schedule slots will be bid statewide, by seniority. The Division may exercise its discretion to exceed the forty (40) (eight) (8) hour Investigator limit in special circumstances.

12.28 Each Senior Investigator assigned to a backroom will elect to work an eight (8) hour schedule or a ten (10) hour schedule. This election shall be made by April 1 of each year.

12.29 By mutual agreement of NYSPIA and Division, any NYSPIA bargaining unit member assigned to a backroom may be placed on an eight (8) hour or ten (10) hour schedule for any agreed upon duration.

Backroom 10 hour schedule

12.30 Bargaining unit members shall be scheduled to work forty (40) hours per week in accordance with the scheduling template annexed hereto, made a part hereof and incorporated herein by reference as **Exhibit "A"**. Bargaining unit members shall be scheduled for a three (3) day pass of either Friday, Saturday, Sunday or Saturday, Sunday, Monday a minimum of three (3) of the four (4) weeks of each twenty-eight (28) day work period. A bargaining unit member's pass days may, however, be changed on a temporary basis due to staff occasions where large crowds shall assemble or due to an unforeseen circumstance(s) or unforeseen event(s) that calls for prompt and immediate police action. A bargaining unit member's pass days may also be changed on a temporary basis due to an operational need caused by another bargaining unit member being on approved leave. All changes in a bargaining unit member's pass days must also be in compliance with all provisions of this Agreement.

12.31 The ten (10) hour tours of duty shall start between 6 am – 10 am for the B tour and 11 am – 3 pm for the C tour. The starting times of such duty tours shall not be changed without consent of the employee(s) affected, except in an emergency. For purposes of this section, an emergency will be defined as unforeseen circumstances or unforeseen events that call for prompt and immediate action on the part of the New York State Police.

12.32 Time during which a Member is excused from work because of vacation, holidays, personal leave, sick leave at full pay, military leave at full pay, or other leave at full pay shall be considered time worked for the purpose of computing overtime. Members shall be credited with eight (8) hours of work every 28-day work period in lieu of days off for holidays/additional pass days, which shall be considered time worked for the purpose of computing overtime.

12.33 There shall be no change in the present method of work scheduling, or the number of days or hours worked per year, except as necessary to guarantee each Member a work schedule with a total of 156 days off each year – the equivalent of three days off per week. Nothing contained in this paragraph, however, shall be considered to require that a Member be granted time off when the Member is required to work at a time or on a day the Member was scheduled to be off and is compensated for such work at one and one-half times the Member's hourly rate of pay.

12.34 A Member who is suspended without pay shall serve his/her suspension on his/her permanent schedule and the suspension shall be served in full calendar day increments. For each regularly scheduled day of work while on suspension, a Member shall lose 10 hours of work toward 168 hours of work in a 28-day period and 8 hours of pay. Hours spent on suspension without pay, will not count toward the 168 hours that are necessary before a Member begins to earn overtime in each 28-day work schedule.

Backroom 8-hour schedule

12.35 Bargaining unit members assigned to the backroom who elect to work an eight (8) hour schedule pursuant to the procedures set forth herein or who, by mutual agreement of the parties are placed on an eight (8) hour work schedule shall be subject to the eight (8) hour work schedule rules set forth herein.

8 HOUR WORK SCHEDULE

12.36 Time during which a Member is excused from work because of vacation, holidays, the additional pass day each 28 day work schedule (commonly referred to as additional pass days in lieu of holidays and/or 3 day pass), personal leave, sick leave at full pay, military leave at full pay, or other leave at full pay shall be considered time worked for the purpose of computing overtime.

12.37 There shall be no change in the present method of work scheduling, or the number of days or hours worked per year, except as necessary to guarantee each Member a work schedule with a total of 116 days off each year – the equivalent of two days off per week plus 12 days off for holidays. Nothing contained in this paragraph, however, shall be considered to require that a Member be granted time off when the Member is required to work at a time or on a day the Member was scheduled to be off and is compensated for such work at one and one-half times the Member's hourly rate of pay.

12.38 Each Member shall be available to work two (2) hours of flex time each basic workweek. If a Member does not work two (2) hours of flex time in a basic workweek, they shall be automatically credited with having worked two (2) hours of flex time in that basic workweek.

12.39 Flex time will not be used for overtime for Recall or any programs/details with established minimums. A Member working Recall or any program/detail with an established minimum will receive the established minimum overtime payments specific to Recall and each program/detail with an established minimum as an automatic overtime payment which is earned upon completion of the work assignment, but these hours shall not be credited towards the 168 hours of work in a 28-day work period.

When a bargaining unit member works flex hours on a pass day, the pass day will be returned to the bargaining unit member within 90 days, and only actual hours worked will be counted as flex hours. However, when a bargaining unit member works a combination of flex and overtime hours on a pass day, the pass day will not be returned to the bargaining unit member if he/she works 6 hours or more of overtime on the day. When a bargaining unit member works flex hours on a pass day and fewer than 6 hours of overtime on that day, that day shall not count as a pass day for purposes of the guaranteed minimum of 116 days off set forth in paragraph 12.37 above. Upon return of the pass day of the pass day to the bargaining unit member as set forth above, the rescheduled pass day shall count as a pass day for purposes of the guaranteed minimum of 116 days off set forth in paragraph 12.37 above but those hours will be credited as hours of work within the 28-day work schedule in which the pass day is scheduled.

12.40 Flex time may be used by Division without prior notice. However, Division shall only use flex time if operational needs require the work and not simply to take advantage of its ability to use flex time. Division recognizes that time off is a quality of life issue and, therefore, shall avoid routinely scheduling Members to work when they would normally be off duty.

Division reserves the right to schedule Members in the field or Division Headquarters for legitimate investigative or operational assignments outside a Member's normal duties should a specific need or mission present itself. Members should not routinely or permanently be assigned

to tasks outside their normal duties unless operational needs exist. BCI supervisors will be expected to take into consideration local scheduling needs when they allocate flex time.

12.41 Bargaining unit members who are suspended without pay shall be suspended in full calendar day increments. However, time spent on suspension without pay, will not count towards the 168 hours of work that are necessary before a bargaining unit member begins to earn overtime in each 28-day work schedule.

Exhibit A

EXHIBIT "A"

WORK AND PASS
10 HOUR WORKDAY/28 DAY SCHEDULE
(1 Sr. Investigator and 4 Investigators).

Senior Investigator

WEEK	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
1	Work	Work	Pass	Pass	Pass	Work	Work
2	Work	Work	Pass	Pass	Pass	Work	Work
3	Work	Work	Pass	Pass	Pass	Work	Work
4	Work	Work	Pass	Pass	Pass	Work	Work

Investigator 1

WEEK	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
1	Work	Pass	Work	Work	Pass	Pass	Work
2	Work	Pass	Pass	Pass	Work	Work	Work
3	Work	Pass	Pass	Pass	Work	Work	Work
4	Work	Pass	Pass	Pass	Work	Work	Work

Investigator 2

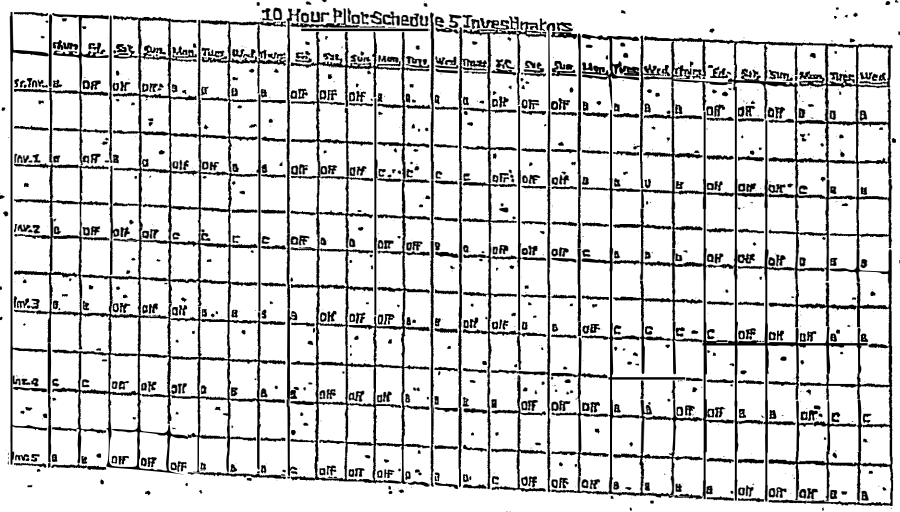
WEEK	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
1	Work	Pass	Pass	Pass	Work	Work	Work
2	Work	Pass	Work	Work	Pass	Pass	Work
3	Work	Pass	Pass	Pass	Work	Work	Work
4	Work	Pass	Pass	Pass	Work	Work	Work

Investigator 3

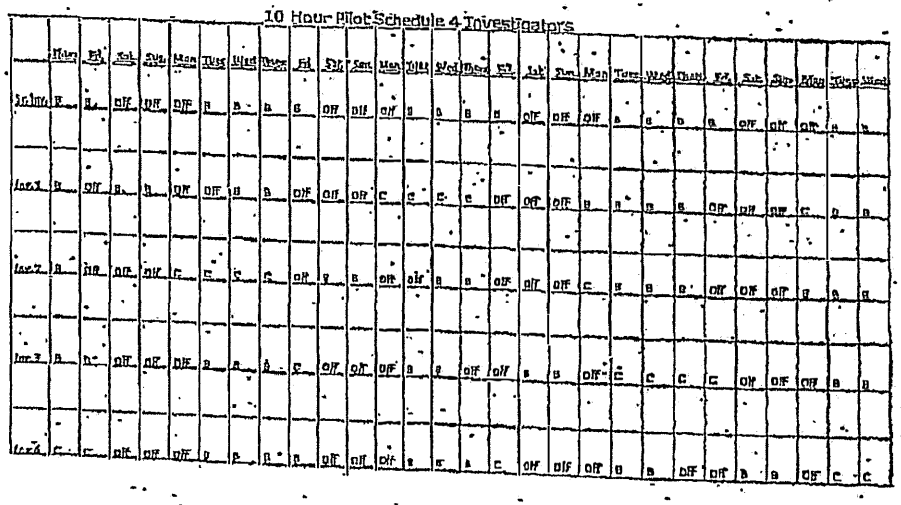
WEEK	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
1	Work	Work	Pass	Pass	Pass	Work	Work
2	Work	Work	Pass	Pass	Pass	Work	Work
3	Pass	Pass	Work	Work	Pass	Work	Work
4	Work	Work	Pass	Pass	Pass	Work	Work

Investigator 4

WEEK	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
1	Work	Work	Pass	Pass	Pass	Work	Work
2	Work	Work	Pass	Pass	Pass	Work	Work
3	Work	Work	Pass	Pass	Pass	Work	Work
4	Pass	Pass	Work	Work	Pass	Work	Work


10 Hour Pilot Schedule 5 Investigators

10 Hour Pilot Schedule 4 Investigators



ATTACHMENT C

Attachment C

Paid Parental Leave

Effective upon ratification, Paid Parental Leave will become available to any gestational, non-gestational, adoptive, or foster parent who meets certain eligibility criteria. All other child care leave benefits, including sick leave accruals, family sick leave benefits, Family Medical Leave Act (FMLA), and Paid Family Leave (PFL) (if any), remain unchanged and available for use when applicable.

Eligibility

All employees who work full-time are eligible after six months on the payroll.

Use of Paid Parental Leave

Employees may take leave **with pay** for up to 12 weeks for each qualifying event, defined as the birth of a child or placement of a child for adoption or foster care. Paid Parental Leave is available for use once every 12-month period. A qualifying event begins the 12-month period. Paid Parental Leave may begin on the date of birth, the day of adoption or foster care placement or anytime thereafter within seven months. An employee's ability to use Paid Parental Leave ends seven months from the date of the qualifying event. If a qualifying event occurred within seven months before the effective date of this bulletin, an employee may use Paid Parental Leave, however the employee's use of Paid Parental Leave must end within seven months of the qualifying event.

Paid Parental Leave may be used in combination with all other paid and unpaid childcare leave benefits. Paid Family Leave, Income Protection Plan, and usage of accruals cannot run concurrently with Paid Parental Leave and may be taken at the appropriate time in addition to Paid Parental Leave.

If both parents are employed by a New York State Agency in bargaining units that have agreed to this benefit (or are unrepresented), both parents may use Paid Parental Leave, even if they work for the same appointing authority.

Paid Parental Leave cannot be used intermittently and must be taken in a block of time. Employees do not have to take the full 12 weeks, but once they return from Paid Parental Leave, they can no longer use this leave.

Status of Employees on Paid Parental Leave

For attendance and leave purposes, employees are deemed to be in **leave without pay** status while using Paid Parental Leave. They do not earn biweekly leave accruals or observe holidays,

nor do they receive personal leave or vacation bonus days if their anniversary dates fall while they are using Paid Parental Leave. In such cases, the personal leave anniversary date changes to the date of return to work or placement on sick leave at half-pay, and the employee receives personal leave on the adjusted anniversary date. The vacation anniversary date is adjusted if the period of continuous absence on Paid Parental Leave and any other kind of childcare leave, except where the employee charges accruals on such leave, exceeds six continuous months. If such period is less than six months, the employee retains the same vacation anniversary date and is credited with vacation bonus days upon return to work.

Time on Paid Parental Leave does not count as service for earning additional eligibility for sick leave at half-pay.

While using Paid Parental Leave, employees continue to be covered by their existing insurance benefits. Employees continue to have health insurance premiums, retirement contributions, and other payroll deductions withheld from their paycheck.

Employees using Paid Parental Leave continue to receive retirement service credit for days while on leave as it is considered full pay status for this purpose.

Paid Parental Leave may not be used to extend employment beyond the point it would otherwise end by operation of law, rule, or regulation.

When an employee is returned to duty from paid parental leave due to a subpoena or to give required testimony in a court proceeding, such return to duty will not constitute a break that ends paid parental leave and such individual, when returned to paid parental leave, shall have their paid parental leave extended by the length of time they are returned to duty.

ATTACHMENT D

NYSPIA 2023 - 2026

Article 11 – Health, Dental, and Prescription Drug Insurance

For the Unit consisting of all Investigators, ~~and~~ Senior Investigators, and Investigative Specialists of the NYS Police:

11.1 The State shall continue to provide all the forms and extent of coverage as defined by the contracts in force on March 31, ~~2018~~ 2023 with the State's health and dental insurance carriers unless specifically modified or replaced pursuant to this Agreement.

11.2 Benefits Management Program

A. Precertification will be required for all inpatient confinements and prior to certain specified surgical or medical procedures.

- To provide an opportunity for a review of surgical and diagnostic procedures for appropriateness of setting and effectiveness of treatment alternative, precertification will be required for all inpatient elective admissions.
- ~~Precertification will be required prior to maternity admissions in order to highlight appropriate prenatal services and reduce costly and traumatic birthing complications~~. Effective January 1, 2020, the requirement for pre-certification for the birth of a child is eliminated. Pre-certification is still required for admissions to the hospital related to pregnancy complications prior to birth, and if the mother and/or child are hospitalized for more then 48 hours for a vaginal delivery, and 96 hours for a cesarean delivery.
- A call to the Benefits Management Program will be required within 48 hours of admission for all emergency or urgent admissions to permit early identification of potential "case management" situations.
- Precertification will be required prior to an admission to a Skilled Nursing Facility

The hospital deductible amount imposed for non-compliance with pre-certification requirements will be $200. This deductible will be waived in instances where the medical record indicates that the patient was unable to make the call. In instances of non-compliance, a retroactive medical necessity review shall be performed. No payment will be made for inpatient hospital days determined to be non-medically necessary by the hospital carrier.

B. The Prospective Procedure Review Program (PPR) will screen for the medical necessity of certain listed diagnostic imaging procedures. The procedures requiring PPR will include only MRIs, CAT and PET Scans, Nuclear Medicine and MRAs.

- Enrollees will be required to call the Benefits Management Program when a listed procedure is recommended, regardless of setting. Enrollees will be requested to call two weeks before the date of the procedure.
- Current coinsurance levels will apply for failure to comply with the requirements of the Prospective Procedure Review Program regardless of setting.

11.3. Hospital Services

A. The Hospital component (inpatient and outpatient services) of the Empire Plan includes:

- A network of hospitals (acute care general hospitals, skilled nursing facilities and hospices) throughout the United States.
- Any hospital that does not enter into a participating agreement with the hospital carrier will be considered as a non-network facility.
- Covered inpatient services received at a network hospital will be paid-in-full. Covered outpatient services (outpatient lab, x-ray, etc. and emergency room) received at a network hospital will be subject to the appropriate co-payment.
- Covered inpatient services received at a non-network hospital will be reimbursed at 90 percent of charges. Non-network hospital out-of-pocket expenses will be applied toward the combined annual coinsurance maximums described under the Basic Medical Program.
- Covered outpatient services received at a non-network hospital will be reimbursed at 90 percent of charges or require a $75 co-payment, whichever is greater. The non-network outpatient coinsurance will be applied toward the combined annual coinsurance maximums described under the Basic Medical Program.
- Services received at a non-network hospital will be reimbursed at the network level of benefits under the following situations:
  - Emergency outpatient /inpatient treatment
  - Inpatient/outpatient treatment is only offered by a non-network hospital; and
  - Care is received outside of the US.

- Anesthesiology, pathology, and radiology services received at a network hospital will be paid-in-full less any appropriate co-payment even if the provider is not participating in the Empire Plan participating provider network under the medical component.
- Coverage for care in a Skilled Nursing Facility will be limited to 120 days . **Each day in a skilled nursing facility counts as one-half benefit day of care.**

B. ~~Effective January 1, 2020 t~~The following hospital program co-payments for outpatient services received at an in-network hospital will ~~increase~~ be ~~as follows~~:

- ~~The~~ ~~H~~hospital ~~E~~emergency ~~R~~room: ~~co-payment will increase to~~ $100.
- ~~The~~ Hospital ~~O~~outpatient services: ~~co-payment will increase to~~$50.
- ~~The co-payment for o~~Outpatient surgery performed at a network hospital: ~~will be increased to~~ $95.
- ~~The co-payment for i~~In-network hospital urgent care: ~~will be~~ $50.
- ~~The co-payment for~~ Physical ~~T~~therapy in a network hospital ~~O~~outpatient ~~D~~department will be $25 per visit.
- Effective February 1, 2023, hospital extension clinic facility fee(s) shall be waived; applicable hospital outpatient service copayment(s) and office visit copayment(s) shall remain in effect.

C. Effective April 1, 2025, or as soon thereafter as practicable, The Empire Plan will implement a Site of Care (SOC) Redirection Program for drug infusions for Empire Plan-primary members only. Drugs used to treat cancer and hemophilia are excluded from this program. The Program shall be administered pursuant to the Site of Care Redirection Program for Infusions Sideletter. The Joint Committee on Health Benefits will meet regularly to discuss and oversee the implementation and administration of the program, including how access to care and how medical concerns will be addressed. Upon implementation, the medical or prescription drug copayments associated with infusions under the Site of Care Redirection Program will be waived when the enrollee uses a non-hospital infusion site of care.

11.4 Medical/Surgical Services

A. The Empire Plan shall include medical/surgical coverage through use of participating providers who will accept the Plan's schedule of allowances as payment in full for covered services. Benefits will be paid directly to the provider and are not subject to deductible, coinsurance or annual/lifetime maximums. Preventive care services as established by the 2010 Federal Patient Protection and Affordable Care Act will be covered in full when an enrollee uses Participating Providers.

B. The Empire Plan co-payments for participating provider office visits, office surgery, radiology and laboratory services will ~~increase to~~ be $25. **These include:**

- All covered surgical procedures rendered during any visit by participating providers ~~will be subject to a $25 co-payment.~~
- All covered outpatient radiology services rendered during any visit by participating providers ~~will be subject to a $25 copayment~~.
- All covered outpatient laboratory services rendered during any visit by participating providers ~~will be subject to a $25 copayment~~.
- All covered Specialty Provider office visits ~~will be subject to $25~~.
- All covered Physical Therapy visits ~~will be subject to $25 co-payment~~.

C. In the event that there is both an office visit charge and office surgery charge by a participating provider in any single visit, the covered individual shall be subject to a single copayment.

D. Outpatient radiology services and laboratory services rendered during a single visit by the same participating provider shall be subject to a single copayment.

E. Effective April 1, 2025, or as soon thereafter as practicable, the following covered services provided under the medical/surgical program by a participating provider in a single visit will be subject to a single $25 copayment per covered individual: office visit, office surgery, radiology or diagnostic laboratory service.

F. All covered Urgent Care visits will be subject to $30 co-payment.

G. All covered outpatient surgery performed at a participating Ambulatory Surgery Center will be subject to a $50 co-payment. **All anesthesiology, radiology and laboratory tests performed on-site on the day of surgery shall be included in this single copayment.**

H. The office visit, office surgery, outpatient radiology and laboratory copayment amounts may be applied toward the combined out-of-pocket coinsurance maximum described under the Basic Medical Program, however, they will not be considered covered expenses for basic medical payment.

I. The State shall require the insurance carriers to continue to actively seek new participating providers in regions that are deficient in the number of participating providers, as determined by the JCHB.

J. Network Out-of-Pocket Limit. The amount paid for network services/supplies is capped at the out-of-pocket limit. Network expenses include copayments made to providers, facilities, and pharmacies. Once the out-of-pocket limit is reached, network benefits are paid in full. Effective April 1, 2025, or as soon thereafter as practicable, the maximum out-of-pocket limit for covered, in-network service under the Empire Plan wil be $4,000 for individual coverage aned $8,000 for family coverage, split between the hospital, medical/surgical, mental health and substance use, and prescription drug programs. Effective January 1, 2026, and annually thereafter, the Network Out-of-Pocket Limit will increase by the percentage of the salary increase from the prior calendar year.

11.5 Basic Medical Program

A. The Empire Plan shall also include basic medical coverage to provide benefits when non-participating providers are used. These benefits will be paid directly to enrollees, according to ~~reasonable and customary charges~~ **allowed amounts** and will be subject to deductible, co-insurance, and calendar year and lifetime maximums. **Effective April 1, 2025, enrollees can assign the payment of benefits directly to the provider.**

B. **Effective April 1, 2025, or as soon thereafter as practicable, when non-participating providers are used, benefits will be paid directly to enrollee at the rate of 275 percent of the Medicare Physician Fee Schedule in effect on the date of service. Benefits will continue to be subject to deductible, coinsurance, and calendar year and lifetime maximums.**

~~B.~~ C. The Empire Plan Hospital, Medical, and Mental Health and Substance ~~Abu~~Use Program annual deductibles will be combined.

~~Effective January 1, 2020, t~~The combined annual deductible amount for out-of-network services is:

- $1,250 per employee~~,~~
- $1,250 per enrolled spouse/domestic partner ~~and~~
- $1,250 per child or children combined~~.~~

Covered expenses for basic medical services, mental health and /or substance ~~a~~buse treatments and home care advocacy services will be included in determining the combined deductible. A separate deductible for managed physical medicine services will continue.

~~C.~~D. The Basic Medical component of the Empire Plan shall pay 80 percent reimbursement of ~~reasonable and customary charges~~ the allowed amount after the Combined deductible is met. The enrollee will pay the remaining 20% coinsurance plus any charges above the ~~reasonable and customary charges~~ allowed amount.

~~D.~~E. The Empire Plan Hospital, Medical, and Mental Health and Substance ~~Abu~~Use Program annual coinsurance maximums for non-network services will also be combined. The combined annual coinsurance maximums for out-of-network services is:

- $3,750 per employee~~,~~
- $3,750 per spouse/domestic partner~~, and~~
- $3,750 per child or children combined~~.~~

The coinsurance maximums will include out-of-pocket expenses for covered hospital, medical, mental health and substance ~~a~~buse treatment services. The coinsurance maximums will not include out-of-pocket expenses for covered home care advocacy program services nor covered managed physical medicine program services.

~~E.~~F. The basic medical component annual and lifetime maximum payments per covered person shall be unlimited.

~~F. Periodic evaluations and adjustment of Reasonable and Customary (R&C) charges will be performed according to guidelines established by the Basic Medical Plan insurer.~~

G. A Prosthetic and Orthotic network will continue to be available to Empire Plan enrollees. Devices purchased through a network vendor will be paid-in-full.

H. Licensed and certified nurse practitioners and convenience care clinics will be available as participating providers in the Empire Plan, subject to the applicable participating provider co-payments.

I. The Empire Plan Basic Medical component will continue to include the Basic Medical Provider Discount Program, a network wrap-around discount option, which provides the following:

- Empire Plan enrollees will have access to an expanded network of providers through an additional provider network
- Basic Medical provisions will apply to the providers in the expanded network option (deductible and 20% coinsurance)
- Payment will be made by the Plan directly to the discount providers, no balance billing over the discounted rate will be permitted
- This program is offered as a pilot program and will terminate on December 31, 2023 5, unless extended by agreement of both parties.

J. Covered charges for medically appropriate local professional ambulance transportation will be a basic medical expense subject to $70 co-payment. Volunteer ambulance transportation will continue to be reimbursed for donations at the current rate of $50 for under 50 miles and $75 for 50 miles or over. These amounts are not subject to deductible or coinsurance.

K. Effective January 1, 2023, enrollees and covered dependents have no copayment when receiving opioid treatment from a network provider that includes the prescription of agonists such as methadone, buprenorphine, or suboxone. Prescriptions obtained at retail pharmacy , however, are still subject to applicable copayments.

11.6 Acupuncture and Massage Therapy Services

A. The Empire Plan will continue to offer medically necessary acupuncture services through the participating provider network. Effective April 1, 2025, or as soon thereafter as practicable, coverage for acupuncture services performed by an out-of-network provider will be limited to twenty (20) visits per calendar year. This shall not apply to acupuncture visits performed by an in-network provider.

B. Effective April 2, 2025, or as soon thereafter as practicable, therapeutic massage services including effleurage, petrissage and/or tapotement (stroking, compression, percussion) will be subject to an annual visit limit of 20 visits per enrollee per calendar year. Other manual therapies provided in conjunction with other physical medicine services are covered based on

medical necessity (not subject to calendar year maximum).

11.67 ~~Effective October 1, 2011, t~~The State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage provided under the Empire Plan.

11.78 ~~The State agrees to continue to provide alternative Health Maintenance Organization (HMO) coverage. The State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage under each participating HMO. Employees in the State Health Insurance Plan may elect to participate in a Federally qualified or State certified Health Maintenance Organization which has been approved to participate in NYSHIP by the Joint Committee on Health Benefits. The State will pay 84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance use components provided under each HMO, not to exceed 100% of its dollar contributions for those components under the Empire Plan. NYSPIA bargaining unit members enrolled in Health Maintenance Organization participating in the State Health Insurance Plan will be provided with prescription drug coverage through the HMO in which they are enrolled. The State will pay 84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage toward the prescription drug component provided by each HMO.~~

11.89 The State will continue to provide a Health Insurance Enrollment Opt-out. NYSHIP enrollees who can demonstrate and attest to having other non-NYSHIP coverage may ~~annually~~ elect to opt-out of NYSIP's Empire Plan or Health Maintenance Organizations. Employees who choose not to enroll in NYSHIP will receive an annual payment of $1,000 for not electing individual coverage and $3,000 for not electing family coverage. The Opt-out program will allow for re-entry to NYSHIP during the calendar year subject to a Federally Qualifying Event and during the annual option transfer period. The enrollee must be enrolled in NYSHIP prior to April 1st of the previous plan year in order to be eligible to opt out, unless newly eligible to enroll. The Opt-out payment will be prorated over the twenty-six (26) payroll cycles and appear as a credit to the employee's wages for each bi-weekly payroll period the eligible individual is qualified. Participation in the Opt-out is considered to be enrollment in NYSHIP for all purposes.

11.10 Employees may change their health insurance option each year throughout the month of November, unless another period is mutually agreed upon by the State and the JCHB.

A. If the rate renewals are not available by the time of the option transfer period, then the option transfer period shall be extended to assure ample time for employees to transfer.

B. The State shall provide health insurance comparison information to employees, through State agencies, prior to the beginning of an option transfer period. If the comparison information is delayed for any reason, the transfer period shall be extended for a minimum of 30 calendar days beyond the date the information is distributed to the agencies. Employees transferring plans during a scheduled period but prior to the provision of the comparison data, may elect to further alter or rescind their health plan transfer during the remainder of the option transfer period.

11.11 NYSPIA Empire Plan Enhancements

In addition to the basic Empire Plan benefits, the Empire Plan for NYSPIA enrollees shall include:

A. Copayments for outpatient services covered by the hospital contract, will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting or for the following covered chronic care outpatient services: chemotherapy, radiation therapy, physical therapy, hemodialysis, or any other services that require long-term outpatient visits approved by the JCBH.

B. In the event that there is both an office visit charge and office surgery charge by a participating provider in any single visit, the covered individual will be subject to a single $25.00 copayment.

C. Outpatient radiology services and laboratory services rendered during a single visit by the same participating provider will be subject to a single copayment.

D. **Effective April 1, 2025, or as soon thereafter as practicable, the following covered services provided under the medical/surgical program (office visit, office surgery, radiology or diagnostic/laboratory service) by a participating provider in a single visit will be subject to a single $25 copayment per covered individual.**

E. Office visit charges by participating providers for well-child services, including routine pediatric immunizations, will be excluded from the office visit copayment.

F. Charges by participating providers for professional services for allergen immunotherapy in the prescribing physician's office or institution and chronic care services for chemotherapy, radiation therapy, hemodialysis and any other major injuries or diseases that

require long-term doctor visits approved by the JCHB and will be excluded from the office visit copayment.

G. Preventive Care Services, including routine health examinations, as established by the 2010 Federal Patient Protection and Affordable Care Act will be covered in full when an individual uses a Participating Provider.

H. Employees fifty (50) years of age or older and their covered spouses, domestic partners fifty (50) years of age or older will be eligible for reimbursement of up to one hundred percent (100%), of the allowed charge once per year toward the cost of a routine physical examination rendered by an out-of-network provider. These benefits shall not be subject to a deductible or co-insurance.

I. The cost of certain injectable immunizations shall be a covered expense, subject to co-payments, if any, under the participating provider portion of the Empire Plan. As established by the 2010 Federal Patient Protection and Affordable Care Act , no co-payment shall be required for the following : Influenza, Pneumococcal, Measles, Mumps, Rubella, Varicella, Meningoccocal (meningitis), Tetanus, Diptheria, Pertussis, (Td/Tdap), Hepatitis A, Hepatitis B, Human Papilloma Virus (HPV), ~~and~~ Herpes Zoster (~~S~~shingles), ~~(for enrollees age 60 and older)~~ and COVID-19 ~~and shall be subject to protocols developed by the medical program carrier. The Herpes Zoster Shingles vaccine will be available to enrollees ages 55 – 59 with $20 co-payment~~. **Adult vaccines shall be administered consistent with guidance provided by the Centers for Disease Control and Prevention Advisory Committee on Immunization Practices or other federal entity.**

J. Routine pediatric care, including well child office visits, physical examinations and pediatric immunizations, **including influenza and COVID-19**, for children up to age 19, will be covered in full when provided by a Participating Provider. The influenza vaccine is included on the list of pediatric immunizations.

K. Routine newborn services covered under the basic medical component rendered by a non-network provider shall not be subject to deductible or coinsurance.

L. Pursuant to the 2010 Federal Patient Protection and Affordable Care Act, dependents up to age 26 shall be eligible for health insurance, including prescription drug benefits.

M. ~~If there are no participating providers available within the GeoAccess Standards established for the Empire Plan, then access to network benefits will be made available to enrollees who must consequently use out-of-network providers for primary care physicians and core provider specialties.~~

The Guaranteed Access Program for primary care physicians and core provider specialties will continue. Under the Guaranteed Access Program, if there are no participating providers available within the access standards (see Appendix on Access Guarantees) enrollees will receive access to network level benefits. Enrollees must first contact the Medical/Surgical Program prior to receiving services and use one of the providers approved by the Program. The enrollee must contact the approved provider to arrange for care.

N. The Pre-Tax Contribution Program will continue unless modified or exempted by the Federal Tax Code.

O. The State will continue to offer a Medical Flexible Spending Account (MFSA) to NYSPIA enrollees. ~~Effective January 1, 2004, e~~Eligible expenses under the MFSA will ~~be expanded to~~ include over-the-counter medications according to guidelines developed by the FSA Aministrator. ~~The State will implement a direct debit vehicle or electronic submission option effective January 1, 2010, or as soon as practicable thereafter, to be utilitzed under th Medical Flexible Spending Account.~~ **The JCHB and the State agree to offer electronic submission and a direct debit vehicle, to the extent practicable and/or desirable by both parties, for the Medical Flexible Spending Account.**

~~O.~~ P. Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit. ~~Effective January 1, 2005, t~~The hearing aid allowance will be $1,500 per hearing aid/per ear every 4 years, not subject to a deductible or coinsurance. Children with significant change in hearing will be eligible for $1,500 per aid per ear every 2 years. ~~This benefit shall be implemented as soon as practicable.~~

~~P.~~ Q. ~~The~~ annual lifetime maximum for each covered member under the basic medical component shall be unlimited.

~~Q. An unmarried child under age 21 is eligible for coverage under a family enrollment.~~

~~R. The Empire Plan participating provider schedule of allowances and the major medical reasonable and customary levels will be no less that the levels in effect on March 31, 2018~~23.

R. ~~The~~ infertility lifetime maximum benefit ~~will increase to~~ is $50,000 per covered individual.

S. Plan enrollees will continue to have access to designated "Centers of Excellence" for Infertility Treatment through the Medical/Surgical Program. Centers of Excellence for Infertility treatment offer:

- An enhanced benefit to ~~include the treatment of "couples" as long as both partners are covered either as enrollee or~~

~~dependent~~ **covered enrollees and covered dependents** under the Empire Plan

- Covered services that include: patient education/counseling, diagnostic testing, ovulation induction/hormonal therapy, surgery to enhance capability, artificial insemination and Assisted Reproductive Technology procedures
- **Standard fertility preservation services are covered when a medical treatment, such as treatment for cancer (radiation therapy or chemotherapy), will directly or indirectly lead to infertility. Fertility preservation services are not subject to the lifetime maximum of $50,000 per covered individual.**
- **No prior authorization will be required.**
- Excludes experimental **infertility** procedures, ~~fertility drugs dispensed at a licensed pharmacy, medical and other charges~~ **costs** for **and relating to** surrogacy **(however, maternity services are covered for you when acting as a surrogate),** donor services/compensation ~~in connection with~~ **charged in facilitating a pregnancy;** ~~storage of sperm, eggs and/or embryo for longer than 6 months and high-risk patients with no reasonable expectation for pregnancy.~~
- **Effective January 1, 2020, Empire Plan fertility benefits will cover enrollees for a minimum of three IVF cycles per lifetime and will not be subject to the $50,000 Lifetime Maximum.**

The Joint Committee on Health Benefits will work with the State and Empire Plan carriers Program Administrators on the design and implementation of this benefit. Additionally, ongoing Program oversight and evaluati0on of the lifetime coverage limit will enable future modification if warranted.

~~T. The Empire Plan medical component shall continue to include a voluntary disease management program. Disease Management covers those illnesses identified to be chronic, high cost, impact quality of life, and rely considerably on the patient's compliance with treatment protocols.~~

~~U.~~ **T.** ~~Effective January 1, 2009, d~~**D**isease management programs for **depression,** eating disorders and attention deficit hyperactivity disoder (ADHD) will be implemented through the Mental Health and Substance Abuse Program.

~~V.~~**U.** ~~Effective July 1, 2000, t~~The Empire Plan hospital program will include a voluntary "Centers of Excellence" program for organ and tissue transplants. The Centers will be required to provide pre-transplant evaluation, hospital and physician service (inpatient and outpatient), transplant procedures, follow-up care for transplant related services and any other services as identified during implementation as part of an all-

inclusive global rate. A travel allowance for transportation and lodging will be included as part of the Centers of Excellence program.

~~W.~~ V. The Empire Plan Centers of Excellence Programs will include Cancer Resource Services. The Cancer Resource Services Program will provide:

- Direct telephonic consultations
- Information and assistance in locating appropriate care centers
- Connection with cancer experts at Cancer Resource Services network facilities
- A ~~modest~~ travel allowance. **There is no lifetime maximum for travel and lodging expenses for the Cancer Resource Services Program.**
- Paid-in-full benefits for all services provided at a Cancer Resource Services network facility when the care is pre-certified.

~~X.~~ W. When you are enrolled in a Center of Excellence Program or use a Center of Excellence for pre-authorized infertility services, a travel, lodging and meal expenses benefit is available for travel within the United States. ~~There is no lifetime maximum for travel and lodging expenses for the Cancer Resource Services Program and the~~ The travel allowance for the Centers of Excellence Programs shall be modified to reimburse meals and lodging at the Federal Government rate.

~~Y.~~ X. External mastectomy prostheses are a covered-in-full benefit, not subject to deductible or coinsurance. Benefits are available for one single/double mastectomy prosthesis in a calendar year. Pre-certification through the Home Care Advocacy Program is required for any single external prosthesis costing $1,000 or more.

~~Z.~~ **Y. Mastectomy bras prescribed by a physician, including replacements when functionally necessary, shall be a covered benefit under the Empire Plan. Effective April 1, 2025, or as soon as practicable thereafter, mastectomy brassieres shall be a covered-in-full benefit, not subject to deductible or coinsurance.**

Z. Prosthetic wigs are a basic medical benefit and shall be reimbursed up to a lifetime maximum of $1,500, not subject to deductible or coinsurance.

AA. The Empire Plan Medical Program administrator will continue to have a network of prosthetic and orthotic providers. Prostheses or orthotics obtained through an approved prosthetic / orthotic network provider will be paid under the participating provider component of the

Empire Plan, not subject to co-payment. For prostheses or orthotics obtained other than through an approved prosthetic/orthotic network provider, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and co-insurance.

~~Dabetes Education Centers accredited by the American Diabetes Education Recognition Program.~~

BB.. An annual diabetic shoe benefit will be available through the Home Care Advocacy Program (HCAP).

a. Network coverage: Benefits paid at one hundred percent (100%) with no out-of-pocket costs up to five hundred dollars ($500) maximum.
b. Non-network coverage: For diabetic shoes obtained other than through the Home Care Advocacy Program, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and the remainder paid at seventy-five percent (75%) of the network allowance, up to a maximum allowance of five hundred dollars ($500).

CC. Pofessional component charges associated with ancillary services billed by the outpatient department of a hospital for emergency care for an accident or for sudden onset of an illness (medical emergency) will be a covered expense. Payment shall be made under the participating provider or the basic medical component of the Empire Plan, not subject to deductible or co- insurance, when such services are not otherwise included in a hospital facility charge covered by the hospital carrier.

DD. The medical component of the Empire Plan shall include a twenty-four (24) hours per day/seven (7) days per week phone-line feature to provide both clinical and benefit information through a toll-free phone number. The Joint Committee on Health Benefits will work with the State and Empire Plan Program Administrators on the ongoing oversight of this benefit.

EE. The Empire Plan Medical Component shall include voluntary Disease Management Programs. Disease Management covers ~~through~~ illnesses identified to be chronic, high cost, impact quality of life, and rely considerably on the patient's compliance with treatment protocols. The current Disease Management Programs for Cardiovascular Disease Risk Reduction, Asthma, Congestive Heart Failure, Sleep Apnea, Depression, Chronic Obstructive Pulmonary Disease, Chronic Kidney Disease, Eating Disorders, Attention Deficit Hyperactivity Disorder and Diabetes will continue.

The Disease Management Program will provide benefits for nutritional services where clinically appropriate. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the ongoing oversight of this benefit.

FF. .Licensed and certified nurse practitioners and convenience care clinics (also commonly referred to as "Minute Clinics" or "Retail Clinics") will be available as participating providers in the Empire Plan subject to the applicable participating provider co-payment(s)

GG. The Voluntary Catastrophic Medical Case Management component of the Empire Plan's Benefits Management Program will continue. This voluntary program will review cases of catastrophic illness or injury, provide patients an opportunity for flexibility in Plan Benefits, maximize rate of recovery, and maintain quality of care.

HH.The Empire Plan medical carrier shall continue to contract with Diabetes Education Centers accredited by the American Diabetes Education Recognition Program.

11.12 The Home Care Advocacy Program (HCAP) will continue to provide services in the home for medically necessary private duty nursing, home infusion therapy and durable medical equipment under the participating provider component of the Empire Plan. Enrollees must have medically necessary designated HCAP services and supplies pre-certified by calling HCAP before services are rendered. Individuals who fail to call for pre-certification or who use a non-network provider will be subject to the following provisions:

- where nursing services are rendered, the first 48 hours of nursing care will not be a covered expense
- services (including nursing services), equipment and supplies will be subject to the annual basic medical deductible and reimbursed at 50 percent of the HCAP network allowance
- the basic medical out-of-pocket maximum will not apply to HCAP designated services, equipment, and supplies.
- ~~Effective January 1, 2009, a~~ A $500 annual diabetic shoe benefit ~~will be available through the Home Care Advocacy Program.~~

11.1~~1~~3 Mental Health and Substance ~~Abu~~Use Program

A. The Empire Plan shall continue to provide comprehensive coverage for medically necessary mental health and substance ~~abuse~~ treatment services through a managed care network of preferred mental health and substance ~~abuse~~ care providers. Network and Non-Network benefits shall be those in effect on March 31, 20~~18~~23, unless specifically modified by this agreement. The outpatient mental health and substance ~~abuse~~ treatment co-payments shall continue to equal the participating provider office visit co-payments. Covered expenses for mental health and/or substance ~~abuse~~ treatment will be included in the combined annual deductibles and combined annual coinsurance maximums set forth in the Basic Medical Program section of this Agreement.

B. A disease management program for depression, eating disorders, including appropriate nutritional services, and ADHD will be available.

C. In-Network Benefit

Mental Health Coverage

(1) Paid-in-full medically necessary hospitalization services and inpatient physician charges when provided by or arranged through the network

(2) Outpatient care provided by or arranged through the network will be covered subject to a $25 per visit copayment

(3) Up to three visits for crisis intervention provided by or arranged through the network will be covered without copayment.

Alcohol and Other Substance ~~Abu~~Use Coverage

(1) Paid-in-full medically necessary care for hospitalization or alcohol/substance abuse facilities when provided by or arranged through the network

(2) Outpatient care provided by or arranged through the network will be subject to a $25 per visit copayment.

D. NON-NETWORK BENEFIT

Medically necessary care rendered outside of the network will be subject to the following provisions:

(1) Non-network coverage for mental health and substance use treatment is subject to the same deductibles and coinsurance maximums as the non-network Hospital and Basic Medical coverages.

(2) Covered expenses for non-network mental health and substance use treatment will be included in the combined

deductible and combined coinsurance maximum as set forth in section 11.5(C) and 11.5(E) of this Article.

(3) Effective April 1, 2025, or as soon thereafter as practicable, when non-participating providers are used, benefits will be paid directly to enrollees at the rate of 275 percent of the Medicare Physician Fee Schedule in effect on the date of service. Benefits will continue to be subject to deductible, coinsurance, and calendar year maximums.

E. As soon as practicable following ratification, a Center of Excellence (COE) for Substance Use will be available to enrollees on a voluntary basis. Services will include:

- Paid-in-full benefits
- Travel companion (due to treatment needs, as specified by COE)
- Detox and residential rehabilitation services
- Partial hospitalization services
- Intensive outpatient services
- Care coordination for transitions back to community
- Family supports
- Travel, lodging, and meal allowances

11.12~~4~~ Prescription Drug Program

The Empire Plan Prescription Drug Program covers medically necessary drugs and medicines requiring a physician's prescription and dispensed by a licensed pharmacist. Program benefits will consist of the following:

A. The State will contribute 84 percent (84%) of the premium cost for individual coverage for the Empire Plan Prescription Drug Program and sixty nine percent (69%) of the premium cost for family coverage. Enrollees will contribute the remaining sixteen percent (16%) for individual coverage and the remaining thirty-one percent (31%) for family coverage.

B. The Empire Plan Prescription Drug Program benefits will consist of the following:

(1) The three-tier prescription drug benefit will continue.

(2) The co-payments will be $5 for generic drugs, $30 for preferred brand-name drugs, and $60 for non-preferred brand-name drugs for up to a 30-day supply at ~~either~~ a retail pharmacy, specialty pharmacy or the mail service pharmacy.

(3) The co-payments will be $10 for generic drugs, $60 for preferred brand-name drugs and $120 for non-preferred brand-name drugs for a 31-90 day supply at a retail **or specialty** pharmacy.

(4) The co-payments will be $5 for generic drugs, $55 for preferred brand-name drugs, and $110 for non-preferred brand-name drugs for a 31-90 day supply at the mail service pharmacy.

C. Mandatory generic substitution will continue to be required for all brand-name, multi-source prescription drugs (a brand-name drug with a generic equivalent) covered by the Prescription Drug Program.

(1) When a brand-name, multi-source drug is dispensed, the Program will reimburse the pharmacy (or enrollee) for the cost of the drug's generic equivalent. The enrollee is responsible for the cost difference between the brand-name drug and its generic equivalent **(ancillary charge)**, plus the Tier III drug co-payment.

(2) On a case-by-case basis, when a physician provides sufficient medical justification of the need for a brand-name drug where a generic equivalent is available, the Program administrator will review the physician's request and rule on the appropriateness of a waiver of the mandatory generic substitution requirement.

D. A medical exception program is available for non-formulary prescription drugs that are excluded from coverage. If a physician's request for a medical exception is approved, the Level One copayment will apply for generic drugs and the Level Three copayment will apply for brand-name drugs.

E. Dispense as Written exception request is available for medically necessary prescription non-preferred brand-name drugs that have a generic equivalent. If a physician's request for medical necessity is approved, the Level Three copayment is charged, but the member will not be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug (ancillary charge).

F. When deemed appropriate, the Empire Plan Prescription Drug Program Administrator shall be permitted additional flexibility in the management of the Formulary.

G. The Empire Plan Prescription Drug Program Administrator shall be permitted to implement a Specialty Pharmacy Benefit.

~~F.~~**H.** ~~The State will investigate, analyze, and if appropriate will implement a Specialty Pharmacy Benefit.~~ **Drugs considered to be "specialty drugs" (including but not limited to drugs requiring special handling, special administration and/or intensive patient monitoring, and biotech drugs developed from human cell proteins and DNA) will be dispensed through the Empire Plan Specialty Pharmacy Program.**

Enrollees may fill one prescription for a drug included in the Specialty Pharmacy Program at a retail pharmacy (grace fill). After the initial fill at a retail pharmacy, all subsequent fills must be dispensed through the Specialty Pharmacy Program.

11.15 Health Insurance Program - Eligibility

A. When more than one family member is eligible to enroll for coverage under the State's health insurance plan, there shall be no more than one individual and dependent enrollment permitted in any family unit.

B. Employees eligible to enroll in the State Health Insurance Program may select individual or individual and dependent coverage (family). Employees enrolling without eligible dependents, or those who choose not to enroll their eligible dependents, will be provided individual coverage.

C. ~~Effective January 1, 2009, covered dependent students shall be provided with a 3-month extended benefit upon completion of each semester.~~ **Pursuant to the 2010 Federal Patient Protection and Affordable Care Act, dependents up to age 26 shall be eligible for health insurance, including prescription drug benefits.**

D. The un-remarried spouse of an employee who retires ~~after April, 1988~~ with ten or more years of active State service and subsequently dies, shall be permitted to continue coverage in NYSHIP with payment at the same contribution rates as required of active employees~~; 10 percent for the cost of individual coverage and 25 percent of the cost of dependent coverage~~.

E. The un-remarried spouse of an active employee, who dies ~~after April 1, 1988~~ and who, at the date of death was vested in the Employee's Retirement System and within ten years of his/her first date of eligibility for retirement shall be permitted to continue coverage in the health insurance program with payment at the same contribution rate as required of active employees; ie. 16 percent for the cost of individual coverage and 31 percent of the cost of dependent coverage.

F. An employee who is eligible to continue health insurance coverage upon retirement and who is entitled to a sick leave credit to be used to defray any employee contribution toward the cost of the premium may elect an alternative method of applying the basic monthly value of the sick leave credit.

G. An employee retiring from State service may delay commencement of or suspend their retiree health coverage and the use of the employee's sick leave conversion credits for an indefinite period of time provided that the employee applies for the delay or suspension, and furnishes proof of continuing coverage under the healthcare plan of the employee's spouse or domestic partner or from post-retirement employment.

H. The surviving spouse of a retiree who dies while under a delay or suspension as referred to above may transfer back to NYSHIP on the first of the month coinciding with or following the retiree's death.

I. Employees selecting the basic sick leave credit may elect to apply up to 100 percent of the calculated basic monthly value of the credit toward defraying the required contribution to the monthly premium during their own lifetime. If employees who elect that method predecease their eligible covered dependents, the dependents may, if eligible, continue to be covered, but must pay the applicable dependent survivor share of the premium.

J. Employees selecting the alternative method may elect to apply only up to 70 percent of the calculated basic monthly value of the credit toward the monthly premium during their own lifetime. Upon the death of the employee, however, any eligible surviving dependents may also apply up to 70 percent of the basic monthly value of the sick leave credit toward the dependent survivor share of the monthly premium for the duration of the dependents' eligibility.

K. The State has the right to make prospective changes to the percentage of credit to be available under this alternative method for future retirees as required to maintain the cost neutrality of this feature of the plan.

L. The selection of the method of sick leave credit application must be made at the time of retirement and is irrevocable. In the absence of a selection by the employee, the basic method shall be applied.

11.15~~5~~6 The State shall provide toll-free telephone service at the Department of Civil Service Health Insurance Section for information and assistance to employees and dependents on health insurance matters.

11.1~~9~~7The Empire Plan's Medical Care Component will continue to offer a comprehensive managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy, occupational therapy, and chiropractic treatments. Authorized network care will be available, subject only to the Plan's participating provider office visit copayment(s). Unauthorized medically necessary care, at enrollee choice, will be available, subject to a two hundred and fifty dollar ($250) annual deductible and a maximum reimbursement of fifty percent (50%) of the network allowance for the

service(s) provided. Deductible/co-insurance payments will not be applicable to the Plan's annual basic medical deductible /co-insurance maximums

11.~~19~~ 18. Domestic Partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependence shall continue to be eligible for healthcare coverage.

11.19 Joint Committee on Health Benefits

A. The State and NYSPIA agree to continue a Joint Committee on Health Benefits. The Committee shall consist of at least three representatives selected by NYSPIA and three representatives selected by the State.

B. The State shall seek the appropriation of funds by the Legislature to support the NYSPIA Joint Committee on Health Benefits initiatives and to carry out the administrative responsibilities of the Committee. Funding levels shall be increased as follows:

- ~~Effective April 1, 2018: 2%~~
- ~~Effective April 1, 2019: 2%~~
- ~~Effective April 1, 2020: 2%~~
- ~~Effective April 1, 2021: 2%~~
- ~~Effective April 1, 2022: 2%~~
- **Effective April 1, 2023 $6,096**
- **Effective April 1, 2024 $6,278**
- **Effective April 1, 2025 and thereafter $6,467**

One half of these amounts in each year shall be made available to each party.

C. The Joint Committee on Health and Dental Benefits shall meet within 14 days after a request to meet has been made by either side.

D. The Joint Committee shall work with appropriate State agencies to review and oversee the various health plans available to employees represented by NYSPIA.

E. The Joint Committee on Health and Dental Benefits shall work with appropriate State agencies to monitor future employer and employee health plan cost adjustments.

F. The Joint Committee shall be provided with each carrier rate renewal request upon submission and be briefed in detail periodically on the status of the development of each rate renewal.

G. The State shall require that the insurance carriers for the State Health Insurance Plan submit claims and experience data reports directly to the Joint Committee on Health and Dental Benefits in the format and with such frequency as the Committee shall determine.

H. The Joint Committee on Health Benefits shall work with appropriate State agencies to make mutually agreed upon changes in the Plan benefit structure through such initiatives as:

- The annual HMO Review Process
- The development and implementation of the Managed Mental Health and Substance ~~Abu~~Use Care Program
- The development and implementation of a Program for Managed Medical Care through a panel of preferred hospital and/or medical care providers
- The implementation of the Benefits Management Program and an annual review of the list of procedures requiring Prospective Procedure Review.

I. The Joint Committee on Health Benefits shall review and monitor utilization of Durable Medical Equipment under the Home Care Advocacy Program.

J. The Joint Committee on Health Benefits shall explore additional Centers of Excellence Programs to include Centers of Excellence for Bariatric Surgery.

K. The Joint Committee on Health Benefits and the State will evaluate the current pre-notification requirements for radiology services and review the viability of pre-authorizing non-urgent/non-emergency cardiologic procedures and testing.

L. The Joint Committee on Health Benefits will work with the State to establish two additional Disease Management Program areas, one for Healthy Backs, and one for Bariatric Surgery.

M. The Joint Committee on Health Benefits and the State will develop and implement a VBID pilot program.

N. ~~The Joint Committee on Health Benefits and the State will develop and implement a telemedicine pilot program.~~ **The Voluntary Telemedicine Program for online medical and mental health visits will continue. There shall be no copayment or other cost-share for utilizing this benefit.**

O. **The JCHB will review the role of network health care providers and facilities to ensure access needs are met.**

P. **The JCHB and the State will discuss the promotion and utilization of the Medical Program administrator's national network of laboratories.**

Q. **The JCHB and the State will explore the implementation and oversight of a voluntary Center of Excellence for spine and orthopedic surgeries.**

R. **The JCHB and the State will explore the implementation and oversight of a voluntary Telemedicine program for sleep disorders.**

11.20 Vision Plan

The State shall continue to provide for and pay the full cost for the vision care plan in effect as of March 31, 2018**23**. The plan shall provide:

1. The contact lens **and contact lens eye exam** allowance will remain $200 **for non-network services**. ~~$70 allowance for the cost of eye examination and contact lenses.~~

2.There is a 28-day waiting period before eligibility for vision coverage begins.

3. Eligible dependent enrollees are covered for vision benefits up to age 26.

~~(3)~~ **4.**The complete selection of frames available to ~~other participants~~ **enrollees and dependents** in the plan include~~-ing~~ the frame selections designated as ~~standard, supplemental and designer/metal~~ **fashion, designer, and premier**.

~~(4)~~ **5. Benefits are available for adults once every 24 months. Contact lenses must be obtained within 12 months of the vision examination. Covered Plan eyeglasses (frames and lenses) may be obtained within 24 months of the vision examination.**

~~(5)~~ **6.** A covered individual with a medical condition that may impact vision refraction shall, if referred by their physician caring for that condition, qualify for an examination and, if necessary, frames and lenses, sooner than the two-year vision benefit period.

7. Contact lens wearers are eligible every 12 months for an eye exam, evaluation, fit and follow-up care provided their last contact lens purchase was covered by the Vision Care Program. Contact Lens exams under this provision provided by an out-of-network provider will be reimbursed up to the scheduled amount.

8. Dependents under 19 years of age will be eligible to receive Vision Care benefits every 12 months

9. Covered plan lenses shall include photosensitive lens (plastic or glass), no-line bifocals, ultra-dash thin lenses, and scratch resistant coating.

10. Standard/Premium Progressive lenses **and ultra-thin lenses** are covered **at a participating provider.**

11. ~~Effective January 1, 2020,~~ **Ultra/**Digital Progressive lenses will be covered at a Participating Provider with $90 co-payment.

12. Toll-free telephone service for insurance information and assistance to employees and dependents on vision care insurance matters.

13. PIA Unit enrollees in the NYS Vision Care Plan for PIA shall be eligible to obtain Laser Vision Correction services at discounted enrollee-pay-all fees through a network of providers.

14. Respirator Lens Inserts shall be available to eligible employees under the Vision Care Plan.

11.~~19~~21 Dental Plan

The State shall continue to pay for the full premium of the dental insurance plan. The Dental Plan will reimburse 100 percent of allowed amounts for participating providers and 80% of allowed amounts for non-participating providers. ~~Effective October 1, 1993, the State shall participating providers and 80 percent for non-participating providers of the GHDI's schedule of allowances.~~ There shall be no individual or family deductible under the Preferred Plan.

The following Dental Plan enhancements will continue to be offered as follows:

(a) Medically necessary anesthesia will be covered
(b) ~~Effective January 1, 2020, t~~The annual maximum dental benefit ~~was increased to~~ is $3,000 per person per year.
(c) ~~Effective January 1, 2020, c~~Composite (white fillings) ~~will be covered for any tooth, including those behind the smile line~~. The following upgraded materials are covered:
    (1) Posterior composite (white fillings)
    (2) Hi-noble materials for crowns, inlays, onlays, pontics, and abutments
    (3) Flexible base dentures, and
    (4) Ceramic materials for onlays, crowns, pontics and abutments.
(d) ~~Effective January 1, 2020, d~~Dental implants ~~will be~~ are covered subject to a $600 limit per implant.
(e) ~~Effective January 1, 2020, t~~The maximum lifetime benefit for orthodontic treatment ~~will be increased to~~ is $3,000.
(f) The Plan shall include coverage for the application of sealants to the primary teeth of dependent children ages 13 and under.
(g) Eligible dependent enrollees are covered for dental benefits up to age 26.

11.2~~0~~2 The State of New York and NYSPIA agree that they shall continue the contract to provide for an employee benefit fund for the term of this Agreement, to be administered by NYS~~H~~PIA to provide certain benefits for full-time, annual-

salaried members of the BCI Unit. The State's contribution to the NYSPIA Employee Benefit Fund shall **continue** ~~be increased~~ as follows:

A. ~~The current rate of $52.52 per member used to calculate the amount to be deposited by the State into the Fund shall be continued and increase by 2% effective April 1, 2018, 2% effective April 1, 2019, 2% effective April 1, 2020, 2% effective April 1, 2021 and 2% effective April 1, 2022.~~ **The EBF per member rate shall be $59.73 for the April 1, 2023 payment; $61.52 for the April 1, 2024 payment and $63.37 for the April 1, 2025 payment.**

B. The transferred lump sum employee benefit fund monies (currently ~~$453,486~~ **481,243**) shall be **continued.** ~~increased by 2% effective April 1, 2020, 2% effective April 1, 2021, and 2% effective April 1, 2022.~~

ATTACHMENT E

Attachment E

Side Letter between NYSPIA and New York State

Site of Care Redirection Program for Infusions

Effective April 1, 2025, or as soon thereafter as practicable, the Empire Plan will implement a Site of Care (SOC) Redirection Program for Infusions. Drugs used to treat cancer and hemophilia are excluded from this program. This Program will apply to Empire Plan-primary members only.

The Site of Care Redirection Program shall be administered as described below. The Joint Committee will meet regularly to jointly oversee the implementation, administration, and any future development of the program.

Effective April 1, 2025, or as soon thereafter as practicable, the Hospital Program administrator's current medical necessity review for infusions of drugs included on the Hospital Program Administrator's Site of Care Drug List in the hospital outpatient setting will expand to include a review of the site of care. The site of care review will determine the clinical appropriateness of administering the infusion in the hospital outpatient setting versus provider office/suite, freestanding infusion center, or home. If it is determined that an alternate site of care is clinically appropriate for the infusion to be administered, the Hospital Program administrator will coordinate with the enrollee's provider and the Home Care Advocacy Program (HCAP) to recommend an alternate site of care for the infusion. If the provider or enrollee disagrees with the alternate site of care recommendation, they may exercise the enrollee's appeal rights to obtain services in the hospital outpatient setting.

Effective April 1, 2025, or as soon thereafter as practicable, the medical or prescription drug copayments associated with infusions will be waived when the enrollee uses a non-hospital infusion site of care. In addition, requests for infusion therapy reviewed by the Hospital Program administrator will not be subject to additional review by the Empire Plan Medical or Prescription Drug Program administrators.

There will be a six-month grace period for members receiving infusions of drugs included on the Site of Care Drug List in the outpatient hospital setting on April 1, 2025, or as soon thereafter as practicable. Members may continue receiving infusions in the hospital outpatient setting until the end of the grace period when the Hospital program administrator will require a site of care review.

Members receiving infusion therapy of a drug on the Site of Care Drug List at an alternate site of care on or after April 1, 2025, or as soon thereafter as practicable, will not be subject to the medical or prescription drug copayments associated with infusions. Members will continue to be subject to continued medical necessity authorization through the medical or prescription drug program, as applicable.

The Hospital Program administrator's Site of Care Specialty Pharmaceuticals UM Guideline # CG-MED-83 will be the clinical criteria used when determining the medical necessity of the hospital outpatient setting for infusions of medications on the Site of Care Drug list.

Site of Care Redirection Program for Infusions
Empire Plan Carrier Responsibilities

Hospital Program administrator (Empire BlueCross):

- Use clinical criteria to conduct a site of care review. This will be the only review for medical necessity. No additional medical necessity review, prior authorization or SGM prior authorization from the Empire Plan Medical Program administrator (currently, United HealthCare) or The Empire Plan Prescription Drug Program administrator (currently CVS Caremark), will occur.
- Approve the hospital outpatient setting for an initial dose of infusion of SOC medication (extension of hospital outpatient setting as necessary to allow the hospital administrator to coordinate patient transfers to an approved alternate site of care).
- Notify providers that a drug is on the SOC drug list and that alternate sites of care will be explored.
  Discuss with provider and make necessary referrals to the Home Care Advocacy Program (HCAP) for redirection of the infusion to an alternate site of care.

Medical Program administrator (UnitedHealthcare):

- The Medical Program administrator will continue to recruit and contract with additional nursing agencies, freestanding infusion centers and physician infusion suites across New York State, and outside of the State where Empire Plan members receive treatment to ensure adequate number of alternate settings for drug infusion under the Site of Care Redirection Program for Infusions.
- HCAP will work with the provider (and enrollee, if necessary – but should be seamless to enrollee) to find an appropriate alternate setting for the drug infusion to be administered.
- HCAP will source the specialty drug from The Empire Plan's Prescription Drug Program (currently CVS Caremark), if the infusion will be administered in the enrollee's home. HCAP will notify providers of drug sourcing opportunities through CVS Caremark.

The Empire Plan Prescription Drug Program (CVS Caremark):

- Provide drugs for infusion through The Empire Plan's Prescription Drug Program, currently CVS Caremark, for HCAP providers, medical providers or freestanding infusion centers (as noted above).

ATTACHMENT F

NYS to NYSPIA

Empire Plan Protections to Ensure Network Access

This Appendix reflects the access protections in place as of the date of this Agreement and may be updated during the term of the Agreement due to changes in laws, rules, regulations, and other mandates. Please refer to the *Empire Plan Certificate of Insurance* for the most current access protections.

Out-of-Network Referral Mandate

Under NYS Law, the Empire Plan must provide access to primary care and specialty providers if services are not available within a 30-mile radius or 30-minute travel time from your home address. This requirement applies to Empire Plan primary enrollees residing within the United States. Contact the appropriate Empire Plan administrator if you require access to a certain provider.

Out-of-Network Referrals

Under NYS law, if the Empire Plan network does not have a provider accessible to you who has the appropriate level of training and experience to treat a condition, you have the right to request an out-of-network referral to a qualified provider. You or your provider must first request approval from the appropriate Plan administrator to receive consideration for the service to be paid at an in-network level.

If the Plan approves the request, you must use the approved out-of-network provider. Covered services will be paid at the in-network benefit level, with any applicable network copayment owed.

If the Plan denies the request, benefits for covered services are available under out-of-network benefit provisions, subject to deductible and coinsurance. The enrollee and the enrollee's referring provider can file an external appeal through the NYS Department of Financial Services (DFS).

Surprise Bills

Provisions of state and federal law protect patients from being responsible for healthcare charges that may have been provided and were not in the patient's control. Under these laws, the patient's out-of-pocket responsibility may be limited to the network out-of-pocket charges for any bill deemed to be a surprise bill.

Surprise Bills anywhere in the United States/U.S. Territories
When you receive healthcare services from a non-participating doctor, the bill you receive for those services will be considered a surprise bill if:

- You received services at a network hospital or ambulatory surgical center and nonparticipating health care professional charges are billed separately for anesthesiology, pathology, radiology, and neonatology; care provided by assistant surgeons, hospitalists, and intensivists; and diagnostic services (including radiology and laboratory services).
- You received other services at a network hospital or ambulatory surgical center and a participating doctor was not available and you did not sign a consent form with the nonparticipating health care professional agreeing to be financially responsible beyond your network copayment.

Surprise Bill within New York State

- A participating health care professional sends a specimen taken from the patient in the office to a nonparticipating laboratory or pathologist without your explicit written consent.
- Unforeseen medical circumstances arose at the time the healthcare services were provided.
- A nonparticipating healthcare professional provided services without your knowledge in the participating healthcare professional's office or practice during the same visit.

Contractual Protections:

Network Benefits at a Non-Network Hospital/Facility
Network benefits will be approved at a non-network hospital/facility:

- When no network facility is available within 30 miles of your residence.
- When no network facility within 30 miles of your residence can provide the covered services you require.
- When the admission is deemed an emergency or urgent inpatient or outpatient service.
- When care is received outside the United States.
- When another plan, including Medicare, is providing primary coverage.

Network Benefits through the Home Care Advocacy Program
The Empire Plan's Home Care Advocacy Program provides home care services, certain durable medical equipment, and medical supplies. You must call HCAP to arrange for services and use an HCAP approved provider to receive paid in full benefits under network coverage. Call the Empire Plan at 1-877-769-7447 and choose the Medical/Surgical Program, then choose the option for the Home Care Advocacy Program.

Guaranteed Access - Chiropractic Treatment, Physical Therapy and Occupational Therapy
You are guaranteed that network benefits will be available to you under the Managed Physical Medicine Program.

Should a member not be able to find an in-network provider within a reasonable distance from their home, they should contact the Empire Plan's Managed Physical Medicine Program to request in-network level of benefits. Call the Empire Plan at 1-877-769-7447 and choose the Medical/Surgical Program.

MPMP will make arrangements for you to receive medically necessary chiropractic treatment, physical therapy, or occupational therapy, and you will pay only your applicable copayment for each visit. But you must call first and you must use the provider with whom MPMP has arranged your care. You must follow program requirements if you seek treatment anywhere in the United States, including Alaska and Hawaii.

Medical and Specialty Services
Guaranteed Access Medical and Specialty Services

The Empire Plan will guarantee access to network benefits for covered services provided by primary care physicians and specialists (listed below) in New York State and counties in Connecticut, Massachusetts, New Jersey, Pennsylvania and Vermont that share a border with the State of New York when there are no participating providers within a reasonable distance from the enrollee's residence.
To receive network benefits, enrollees must call the Empire Plan Medical/Surgical Program at 1-877-769-7447 prior to receiving services and use one of the providers approved by the Program. You will be responsible for contacting the Provider to arrange care. Appointments are subject to Provider's availability and the Program does not guarantee that a Provider will be available in a specified time. Guaranteed access applies when The Empire Plan is Your primary health insurance coverage (pays benefits first, before any other group plan or Medicare), the enrollee lives in New York State or bordering counties in Connecticut,

Massachusetts, New Jersey, Pennsylvania and Vermont and there is not an Empire Plan Participating Provider within a reasonable distance from the enrollee's residence.

Network benefits are guaranteed within the specified mileage standards for the following primary care and core specialties:

- Primary Care: Family Practice, General Practice, Internal Medicine, Pediatrics, Obstetrics/Gynecology
- Specialists: Allergy, Anesthesia, Cardiology, Dermatology, Emergency Medicine, Gastroenterology, General Surgery, Hematology/Oncology, Neurology, Ophthalmology, Orthopedic Surgery, Otolaryngology, Pulmonary Medicine, Radiology, Rheumatology, Urology

Reasonable distance from the enrollee's residence is defined by the following mileage standards:

Urban:	Primary Care 8 miles	Specialist 15 miles
Suburban:	Primary Care 15 miles	Specialist 25 miles
Rural:	Primary Care 25 miles	Specialist 50 miles

Guaranteed Access – Mental Health and Substance Use
The Empire Plan's Clinical Referral Line (CRL) provides guaranteed access under the Empire Plan's Mental Health and Substance Use Program (MHSU) when a network provider is not available for treatment of mental health or substance use disorder.

If you cannot locate a network provider in your area, contact the Clinical Referral Line (CRL) for an out-of-network referral. The CRL is available 24 hours a day, 7 days a week by calling 1-877-769-7447, selectthe option for the Mental Health and Substance Use Program and then choose Clinical Referral Line. If the referral is approved, the claim will be processed as in-network.

ATTACHMENT G

Attachment G

Memorandum of Agreement
Between
The Division of State Police and
The New York State Police Investigators Association (NYSPIA)
Concerning Federal Grant Funded Overtime Details.

Whereas, the Division of State Police (Division) manages numerous federally funded grants that target highway traffic safety, counter-terrorism initiatives and other public safety issues;

Whereas, the intent of such funding is to remove the financial burden of the targeted enforcement efforts from the Division's operating budget;

Whereas, the collective bargaining agreement or other labor-management agreements govern when an individual represented by the NYSPIA is eligible to receive overtime for time worked/credited;

Whereas, the collective bargaining agreement or other labor-management agreements do not differentiate between the funding source of such overtime but it would mutually benefit the parties for the eligibility for overtime to be dependent on the source of funding;

Therefore, the parties agree as follows:

1. This Memorandum of Agreement (MOA) is limited to Investigators and Senior Investigators.
2. The Division shall provide the NYSPIA with a list of all Division details that involve programs funded on an overtime basis by a federal grant that may result in an assignment to a federal grant funded overtime detail pursuant to this agreement. The number of hours to be worked in each detail, if specified in each respective grant, will be included.
3. In its sole discretion, the Division may assign an Investigator and/or a Senior Investigator to work a federal grant funded overtime detail outside of that investigator's or Senior Investigator's scheduled hours, including on a pass day.
4. When an Investigator and/or a Senior Investigator is assigned to a federal grant funded overtime detail outside their regularly scheduled hours, including on a pass day, they shall receive overtime compensation for all hours of actual work performed b.
5. Time worked by an Investigator or Senior Investigator outside his/her regularly scheduled hours pursuant to a federal grant funded overtime detail shall not count as time credited toward the 168 hours of work in that 28-day schedule and such member will receive automatic overtime compensation regardless of how much flex time such member has worked during that 28-day schedule.

6. There is no minimum number of hours that the Division shall be required to assign an Investigator and/or Senior Investigator to such work on a federal grant funded overtime detail.
7. The federal grant funded overtime details covered by this MOA are listed in Attachment 1 of this document.
8. When a new federal grant funded overtime detail is created, the Division will notify the NYSPIA president of its inclusion under the terms of this MOA.

Dated:

Michael N. Volforte Director New York State Office of Employee Relations	William Diaz Vice President and Acting President New York State Police Investigators Association

ATTACHMENT 1

Memorandum of Agreement
Between
The Division of State Police and
The New York State Police Investigators Association (NYSPIA)

The following federal grant programs include a budget for overtime that may be offered to investigators and senior investigators. NYSPIA members will receive overtime compensation for all hours of actual work performed under overtime details funded by these grants.

Anti-Heroin Task Force (AHTF) Program
Community Oriented Policing Services Anti-Methamphetamine Program (CAMP)
DHSES Northern Border grant (expires 08/31/25)
Governors Traffic Safety Committee (GTSC) Collision Reconstruction CRICIS grant
Governors Traffic Safety Committee (GTSC) Combatting Impaired Driving and Underage Drinking grant
Governors Traffic Safety Committee (GTSC) Traffic and Criminal Software (TraCS) State & Municipal Law Enforcement Support grant
Operation Stonegarden (OPSG) Program
Strategic Police Intelligence Driven Enforcement Response (SPIDER) Operations

ATTACHMENT H

Attachment H

ARTICLE 2
Bill of Rights

The State and the NYSPIA agree that members of the Division of State Police covered by this Agreement possess the following rights to be exercised in accordance with the provisions of this Agreement.

- a member shall be entitled to present grievances pursuant to the grievance procedure set forth in this Agreement;

- a member shall be entitled to NYSPIA representation at each and every step of the grievance procedure as set forth in this Agreement;

- a member shall be entitled to the rights enumerated in the Members' Rights Article 16 of this Agreement in administrative investigation and interrogation conducted by the Division as described in such Article;

- in a disciplinary proceeding instituted pursuant to Rule 3 of the Rules of the Division (Disciplinary Action), a member shall be entitled to ~~NYSPIA~~ representation and/or counsel/advocate of the member's choice, as provided for in that Rule;

- a member shall not be coerced or intimidated or suffer any reprisals either directly or indirectly which may adversely affect the member's hours, wages or working conditions as a result of the exercise of the member's rights under this Agreement;

- a member is entitled to exercise applicable rights under Article 14 of the Civil Service Law free from coercion, intimidation or reprisal from the State and the NYSPIA;

- as provided for in Rule 3 of the Rules of the Division (Disciplinary Action), the State shall bear the burden of proof in disciplinary hearings;

- The State recognizes NYSPIA's duty of fair representation to a member it represents, including a member who is not a member of NYSPIA, subject to the limitations set forth in Civil Service Law Section 209-a(2).

ATTACHMENT I

Attachment I

ARTICLE 4
Non-Discrimination

4.1 The State agrees to continue its established policy against all forms of illegal discrimination including all discrimination with regard to race, creed, color, national origin, sex or age.

4.2 The NYSPIA agrees to continue its policy to admit ~~all~~ members to membership and to represent ~~all~~ members subject to the limitations set forth elsewhere in this Agreement and limitations provided by law, including but not limited to Civil Service Law Section 209-a(2), without regard to race, creed, color, national origin, age or sex.

4.3 The State agrees not to interfere with the rights of members guaranteed by Article 14 of the Civil Service Law, as amended (Taylor Law"). There shall be no discrimination, interference, restraint, or coercion by the State or any State representative against any member because of NYSPIA membership or activity or because of any activity permissible under the Taylor Law and this Agreement.

4.4 The NYSPIA acknowledges its obligation to represent the interests of ~~all~~ members in this Unit with respect to collective negotiations, the administration of this Agreement, the resolution of grievances and all other matters concerning terms and conditions of employment subject to the limitations set forth elsewhere in this Agreement and ~~as may be~~ limitations provided by law, including but not limited to, Civil Service Law Section 209-a(2).