



# Governor's Office of Employee Relations

ANDREW M. CUOMO  
Governor

MICHAEL N. VOLFORTE  
Director

November 21, 2018

Mr. David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Article 4 - Electronic Communications**

Dear Mr. Paskin:

This letter will confirm the understandings reached by the parties during the negotiation of the 2016-2021 State/DC-37 Agreement regarding electronic communications.

1. An agency, department or facility may enter into labor/management agreements consistent with Article 4, Employee Organizational Rights, and Article 23, Labor/Management Meetings, solely for the following purposes:
  - a) to permit union access to an electronic bulletin board under the terms set forth in 2(a) below; and/or
  - b) to permit union use of email for labor/management purposes under the terms set forth in 2(b) below.
  
2. (a) Electronic Bulletin Boards. A labor/management agreement concerning union access to an electronic bulletin board must comply with the provisions of Article 4.3(a), Bulletin Boards.
  - b) E-mail for Labor/management Purposes. A labor/management agreement on the use of an agency's, department's or facility's e-mail system by union representatives must be consistent with the agency's e-mail policy. The labor/management agreement may permit use by union representative(s) for the following purpose:

- 1) to communicate with management and/or other union representatives regarding labor/management committee matters, including preparation for meetings, and transmittal of draft or final minutes, meeting agendas or any material directly related to issues under discussion; and/or
- 2) to communicate with members regarding labor/management agendas and minutes.
3. Other access by the union or its representatives to electronic resources, such as e-mail, of the State, or agency, department or facility thereof, by and between union representatives and/or union members shall be discussed in a Statewide Labor/Management Committee established specifically for that purpose.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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Mr. David Paskin  
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District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Article 9 - Empire Plan  
Prescription Drug Formulary**

Dear Mr. Paskin:

This letter will confirm the understandings reached by the parties during the negotiation of the 2016-2021 State/DC-37 Agreement regarding flexibility in the administration of the Empire Plan Prescription Drug Formulary.

Commencing with the plan-year beginning January 1, 2019, when deemed appropriate, the Empire Plan Prescription Drug Program Insurer/Pharmacy Benefits Manager (PBM) shall be permitted the following flexibility in the administration of the formulary:

- When clinically appropriate and financially advantageous to the Plan, the Insurer/PBM shall be allowed to place a Brand name drug on Level 1, subject to the Level 1 copayment;
- Certain therapeutic categories of prescription drugs with two or more clinically sound and therapeutically equivalent Level 1 options, as determined by the Insurer/PBM, may not have a brand name drug in Level 2; and
- Access to one or more drugs in select therapeutic categories may be restricted (not covered) if the drug(s) has no clinical advantage over other generic and brand name medications in the same therapeutic class. Drugs considered to have no clinical advantage that may be excluded include any products that 1) contain an active ingredient available in or are therapeutically equivalent to another drug covered in the class; 2) contain an active ingredient which is a modified version of or are therapeutically equivalent to another covered Prescription Drug Product; or, 3) are available in over-the-counter form or

Mr. Paskin  
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comprised of components that are available in over-the-counter form or equivalent.

All other Prescription Drug Program Formulary-administrative processes remain unchanged.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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November 21, 2018

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Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Article 9 - Empire Plan  
Specialty Pharmacy Program**

Dear Mr. Paskin:

This letter will confirm the understandings reached by the parties during the negotiation of the 2016-2021 State/DC-37 Agreement regarding the development and implementation of an Empire Plan Specialty Pharmacy Program.

In order to promote superior clinical outcomes and more appropriate utilization consistent with Food and Drug Administration (FDA) and other best practice guidelines for the use of certain prescription drugs, the State may elect to establish an Empire Plan Specialty Pharmacy Program. If the State elects to do so, effective on an implementation date to be determined, the Program will consist of a network of one or more Specialty Pharmacies.

1. For purposes of this Program, Specialty Drugs that will be eligible for inclusion are defined as:
  - “orphan drugs”;
  - drugs requiring special handling, special administration and/or Intensive patient monitoring/testing;
  - biotech drugs developed from human cell proteins and DNA, targeted to treat disease at the cellular level; or,
  - other drugs identified by the Program as used to treat patients with chronic or life-threatening diseases.
2. Enrollees currently using, and physicians currently prescribing drugs that will be included in the Specialty Program will be notified in writing at least 30 in advance of the implementation date.

3. Following implementation, enrollees may fill one prescription for a drug included in the Specialty Program at a non-Specialty Network pharmacy, except for those drugs identified as being used for short-term therapy for which a delay in starting therapy would not affect clinical outcome.
4. Enrollees initially filling a prescription for a Specialty Drug at a non-Specialty Network pharmacy will be contacted by the Program and advised that they must obtain all refills after the allowed fill(s) through the Specialty Drug Program. Thereafter, any additional claims for the same drug will be blocked at non-Specialty Network pharmacies.
5. Beyond the initial fill(s) described in (3) above, enrollees must contact the Specialty Referral Line, accessible through the NYSHIP toll-free telephone line, prior to obtaining a drug included in the Specialty Program, in order to receive the maximum available benefit. Enrollee calls will be transferred directly to the participating specialty pharmacy that has agreed to provide the drug in question.
6. The Program Administrator will obtain all necessary information from enrollees and physicians in order to conduct prior authorization and enhanced case management of the utilization of these drugs to ensure that administration will be consistent with approval FDA indications and guidelines for administration and nationally accepted medical protocols.
7. Once an enrollee contacts the Specialty Referral Line, subsequent fills and refills for the same drug should be requested directly from the Specialty Pharmacy.
8. Any and all prescriptions(s), initial or refill, for designated Specialty Drugs will be limited to a 30-day supply, unless otherwise agreed to be the State and the Program administrator.
9. All Specialty Pharmacies that are participating in the Specialty Drug Program will provide enrollees with 24/7/365 access to a pharmacist.
10. Drugs meeting the above definition of a "Specialty Drug" will be excluded from coverage under the "standard" Empire Plan Prescription Drug benefit and will be provided through the Empire Plan Specialty Drug Program.
11. Drugs meeting the above definition of a "Specialty Drug" that are **not** included in the Empire Plan Specialty Drug benefit will continue to be covered under the "standard" Empire Plan Prescription Drug Program.

12. Drugs included in the Specialty Drug Program will be assigned to tiers and subject to the same co-payments as drugs covered under the "standard" Empire Plan Prescription Drug benefit.
13. Other than the accommodation described in (3) above, drugs included in the Specialty Program that are purchased without contacting the Specialty Referral Line will be treated as subscriber submitted claims and will be reimbursed in the same manner as subscriber submitted claims under the Empire Plan Prescription Drug Program: the enrollee will be reimbursed the lesser of the pharmacy charge or the amount the Program would have paid through the Specialty Drug Program less the appropriate co-payment.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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Mr. David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Article 10 - Employee Benefits  
Fund - Roberta Standish**

Dear Mr. Paskin:

This letter will confirm the understandings reached by the parties during the negotiation of the 2016-2021 State/DC-37 Agreement regarding Article 10, Employee Benefit Fund for Roberta Standish.

Section 10.4 provides funding for the employee benefit fund per employee and retiree who continues to receive a service retirement benefit for each year of the Agreement. In addition to the funding described in Section 10.4 and subject to the same terms and conditions with the fiscal quarter beginning January 1, 2003, the State agrees to contribute \$250 per quarter (\$1,000 per year) for one retiree, Roberta Standish, Social Security number XXX-XX-2747. In exchange for the State's additional contribution, the DC-37 Benefit Fund will provide prescription drug coverage for retiree Standish.

Sincerely,

Michael N. Volforte  
Director

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David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO





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Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Article 12 - Doctor's Certificates**

Dear Mr. Paskin:

This letter will confirm the understandings reached by the parties during negotiations of the 2016-2021 State/DC-37 Agreement regarding the medical documentation for personal illness.

Article 12.18(b), Doctor's Certificates, of the Rent Regulation Services Unit Agreement provides, generally, that a doctor's certificate will not be required routinely for absences of four consecutive work days or less due to illness. However, for those circumstances where a doctor's certificate is required, such clarification shall apply:

A "brief diagnosis" will not be required as part of any required medical documentation unless the employee has been absent from work due to illness or injury for greater than 30 consecutive calendar days (the "30-day requirement"). The 30-day requirement shall not affect any other policy, procedure, practice or directive related to requirements for an employee to submit medical documentation, the normal process by or the circumstances under which the State may refer an employee to Employee Health Services, or the medical documentation requirements under the Workers' Compensation

program or the *Family and Medical Leave Act*. DC-37 hereby agrees not to challenge the legality of the 30-day requirement in any administrative, judicial or arbitration proceeding, nor shall they provide any funding or litigation support to any person or entity challenging the legality of this requirement.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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November 21, 2018

Mr. David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Article 12 - Leave for  
Professional Meetings**

Dear Mr. Paskin:

This letter will confirm the understandings reached by the parties during the negotiation of the 2016-2021 State/DC-37 Agreement regarding leave for professional meetings.

Leave for Professional Meetings (Section 12.17) may be used by employees for taking one professional examination per year, such examination to be directly related to the employee's profession and professional duties. Such leave may be used for the day or days of the examination only, may not exceed the three (3) day maximum established in Section 12.17, and is, in all other aspects, subject to the conditions of Section 12.17.

Sincerely,

Michael N. Volforte  
Director

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David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Article 12 - Sick Leave Accumulation**

Dear Mr. Paskin:

This letter will confirm the understandings reached by the parties during negotiation of the 2016-2021 State/DC-37 Agreement regarding sick leave accumulation.

The parties have agreed that the issue of sick leave accumulation to be used for the payment of health insurance in retirement and the adequacy of the current 200-day cap shall be reviewed and discussed in Statewide Labor/Management.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Article 12 - Liquidation  
of Vacation Credits**

Dear Mr. Paskin:

This letter will confirm the understandings reached by the parties during the negotiation of the 2016-2021 State/DC-37 Agreement regarding liquidation of vacation credits.

The New York State Department of Civil Service will include, within its contract implementation memorandum, in the New York State Attendance and Leave Manual that agencies are encouraged to allow employees, based on operating need, to liquidate accumulated vacation credits in excess of 30 days prior to separation from service.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Article 21 - Contracting Out/Preferential  
Employment with the Contractor**

Dear Mr. Paskin:

This will confirm the understandings reached by the parties during negotiation of the 2016-2021 State/DC-37 Agreement regarding transition benefit (iii) of Article 21.1(b), Preferential Employment with the Contractor.

In an effort to create possible placement opportunities with the contractor, the State will include as part of the request for proposal a requirement that the contractor give preferential consideration to affected employees for positions with the contractor, if available.

The contracting agency shall be responsible for making affected employees aware of job opportunities with the contractor which could include providing names of interested employees to the contractor, arranging interviews, and otherwise provide information and assistance regarding contractor hiring, until such time as either the affected employees have gained employment with either the State or the contractor or have selected and received a transition benefit from Article 21.1(b).

Mr. Paskin  
November 21, 2018  
Page 2

Also, the State will seek legislation which shall permit employees to exercise this option without violation of the revolving door provisions of the State Ethics Law.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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November 21, 2018

Mr. David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Article 21 - Contracting Out/Procedures  
For DC-37 Alternate Proposals**

Dear Mr. Paskin:

This letter will confirm our understandings reached by the parties during the negotiation of the 2016-2021 State/DC-37 Agreement regarding contracting out/procedures for DC-37 alternative proposals.

When contracting out for services currently performed by employees represented by District Council 37, AFSCME, is under consideration, and may result in position abolition, the process outlined herein shall be followed in order to inform DC-37 and allow for full discussion of alternatives.

Where the State determines that contracting out for services currently performed by DC-37 represented employees may be plausible, the State, through the Governor's Office of Employee Relations, shall notify DC-37 by personal delivery or certified Mmil, return receipt requested.

A copy of the specifications which may appear in an ultimate request for proposal shall be provided with the notification and such notification shall be provided, or as soon as possible thereafter, but no later than 90 days prior to an award of any contract. DC-37 shall have 10 calendar days to request to meet and confer on the State's intent. Such meeting and discussion must be conducted within 15 calendar days of receipt of DC-37's request.

In addition to bid specifications, during the period the parties are meeting, DC-37 shall be provided with descriptions of goods or services proposed to be provided by



vendors or providers, the estimated anticipated cost of the contract and the estimated cost of doing the work in-house, and the resulting request for proposal.

DC-37 shall have the opportunity to provide written alternatives to the proposed contracting out. Should DC-37 choose to use this opportunity, alternatives must be provided to the State, in writing, within 45 calendar days of the commencement of discussion in order to have the alternatives considered.

If the written alternatives presented by DC-37 are rejected, DC-37 must be apprised of the reasons in writing within 10 calendar days of receipt. If the written alternatives presented by DC-37 are accepted, and such action affects terms and conditions of employment, the State and DC-37 through the Governor's Office of Employee Relations shall develop a Memorandum of Understanding that can override contrary existing Collective Bargaining Agreement provisions in order to make the alternatives acceptable.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



# Governor's Office of Employee Relations

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Director

November 21, 2018

Mr. David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Article 21 - Contracting Out/  
Redeployment During a Hiring Freeze**

Dear Mr. Paskin:

This letter will confirm our understandings reached by the parties during the negotiation of the 2016-2021 State/DC-37 Agreement regarding Article 21, Contracting Out/Redeployment During a Hiring Freeze and Appendix C(A).

In the event of a hiring freeze, should the State proceed with contracting out initiatives, the State will exempt the filling of vacancies by redeployment of affected employees from such hiring freeze in order to facilitate placement.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



# Governor's Office of Employee Relations

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November 21, 2018

Mr. David Paskin  
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Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**Re: Alternate Work Schedules (Denials)**

Dear Mr. Paskin:

This letter is to confirm the understandings reached between the parties during the negotiation of the 2016-2021 Agreement regarding the subject of denials of requests for alternate work schedules.

Any employee whose written request for an alternate work schedule is denied by management, shall be entitled to a review of the denial. The employee must make a request for review within 14 calendar days of the denial. A committee comprised of one management designee, one District Council 37 designee, and a third person agreed to by the parties at the appropriate level shall review the employee's written request for review. Such committee shall evaluate the employee's original request for an alternative work schedule and the reason(s) for management's denial, and make a recommendation within 14 calendar days to the commissioner or his/her designee, who will render a final decision within 14 calendar days.

The State and District Council 37 agree to continue this procedure through April 1, 2021.

Sincerely,

Michael N. Volforte  
Director

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David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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November 21, 2018

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Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: MOU - NYSHIP Eligibility**

Dear Mr. Paskin:

This Memorandum of Understanding between the Governor's Office of Employee Relations (GOER) and District Council 37 (DC-37) provides for the continuation of the current New York State Health Insurance Plan (NYSHIP) dependent eligibility criteria utilizing the eligibility/certification requirements described below to include eligibility for the domestic partners of DC-37 represented State employees

A domestic partnership is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, reside together, involved in a committed (lifetime) rather than casual relationship and mutually interdependent financially. The partners must be each other's sole domestic partner and must have been involved in the domestic partnership for a period of not less than one year. The State employee domestic partner may not have a spouse covered under his or her NYSHIP enrollment and still be eligible to cover a domestic partner.

In order to establish that a domestic partnership exists for purposes of obtaining coverage under the NYSHIP, the domestic partners must execute a Domestic Partner Affidavit to be developed by the state in accordance with the guidelines developed by the New York State Insurance Department, provide proof of cohabitation and provide evidence that an economically interdependent relationship exists between the employee and the domestic partner dependent.

Proof of cohabitation and economic interdependency shall be required according to the guidelines established by the State Insurance Department and shall verify the existence of the domestic partnership for at least one year prior to the date of application for enrollment in the NYSHIP. Satisfaction of these requirements shall constitute the certification of the domestic partnership for purposes of eligibility for dependent coverage in the NYSHIP.

If employees fraudulently enroll or continue coverage as domestic partners, they shall be held financially and legally responsible for any benefits paid from the NYSHIP to the domestic partner and may be subject to disciplinary action. Further, any such employee shall forfeit eligibility for future domestic partner coverage.

A Termination of Domestic Partnership document shall be required should a domestic partner relationship cease. A two-year waiting period shall be required from the date a covered domestic partner dependent is deemed no longer eligible, as evidenced by the filing date of the Termination of Domestic Partnership document, until a new domestic partner can be deemed eligible for coverage.

Sincerely,

Michael N. Volforte  
Director

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David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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Mr. David Paskin  
Director  
Research and Negotiations  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Over40 Comp Time II Program**

Dear Mr. Paskin:

This letter will confirm the understandings reached by the parties during the negotiation of the 2016-2021 State/DC-37 Agreement regarding the program allowing certain employees in the RRSU bargaining unit to opt to earn compensatory time in lieu of overtime pay for hours worked over 40 in a week.

1. The program is limited to all RRSU bargaining unit employees who are in salary grades 22 and below or otherwise overtime eligible.
2. In each year of the 2016-2021 Agreement, the program will run from July 1 through June 30. Employees may opt to participate in this program during each of the program years. Employees need not participate in all years.
3. Enrollment forms will be developed to facilitate employee option into the program and designation of hours sought to be liquidated (see paragraph 9) as soon as practicable following ratification.
4. Once an employee opts into the program, every hour of over overtime worked by such employee will earn that employee 1.5 hours of compensatory time to be called Over40 Comp Time.
5. For the purposes of this program, hours in excess of 40 hours in a week will qualify for Over40 Comp Time.
6. Employees on a 37½ hour workweek will still earn compensatory time pursuant to current practice for hours between 37½ and 40. However, only those hours worked in excess of 40 will be credited into this pilot program.
7. Over40 Comp Time can be accumulated to a maximum of 240 hours in a bank separate from the compensatory time bank which reflects time earned for

hours worked between 37½ and 40 hours. Over40 Comp Time hours carried in the bank do not expire and shall be kept in such bank until the employee is separated from service.

8. Similarly, all rules and policies that cover the treatment of compensatory time earned for hours worked between 37½ and 40 hours when an employee is transferred, separated from service or at retirement shall apply for Over40 Comp Time in this pilot program.
9. An employee may liquidate up to 120 hours in the bank one time per year payable in the closest payroll period to December 1 at the rate of pay earned at the time of this liquidation.
10. At the time the employee is eligible to liquidate the entire bank of such accrued time, the cash-out value of any Over 40 Comp Time accrued shall be at the rate of pay earned at the time of liquidation, but in no event shall it be less than FLSA requirements.
11. If an employee reaches the 240-hour maximum Over40 Comp Time accumulation, any hour of overtime after 40 hours shall be paid at the overtime rate and additional Over40 Comp Time will not be earned in lieu of overtime pay.
12. In no event shall the program continue beyond July 1, 2021 unless both parties agree to extend it.
13. The parties shall meet to review and discuss the program to resolve any issues that may arise.
14. This agreement nullifies and takes precedence over the Over40 Comp Time II pilot Program side letter dated April 1, 2015 and any local agreements that may exist regarding this issue.

Sincerely,

Michael N. Volforte  
Director

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David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Overtime Calculation**

Dear Mr. Paskin:

This letter serves to confirm our understanding regarding negotiations of the 2016-2021 State/DC-37 Agreements on the subject of overtime pay.

Beginning with the first day of the pay period when the 2017-2018 salary increases are implemented, the parties agree that the overtime denominator shall be 2040. As of April 1, 2019, the overtime denominator shall be 2080.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO





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125 Barclay Street  
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**RE: Paid Family Leave**

Dear Mr. Paskin:

This letter confirms the understanding reached by the parties during negotiations of the 2016-2021 State/DC-37 Agreement regarding the Paid Family Leave Program.

As soon as practicable, the parties will meet to discuss and agree upon participation in the Paid Family Leave Program for members of this bargaining unit.

Any agreement to implement Paid Family Leave for members of this bargaining unit will be implemented as agreed to by the parties without a separate and distinct ratification vote by the union.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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**RE: Pre-Tax Adoption Program**

Dear Mr. Paskin:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/DC-37 Agreements on the subject of a pre-tax adoption assistance program pursuant to Internal Revenue Code, 26 U.S.C. §137 and related regulations.

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

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

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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**RE: Senior and Associate Attorney Titles**

Dear Mr. Paskin:

This letter confirms the understanding reached by the parties during negotiations of the 2016-2021 State/DC-37 Agreement regarding senior attorney and associate attorney titles.

The State and DC-37 shall establish a committee which shall include representatives from the Governor's Office of Employee Relations, New York State Homes and Community Renewal, District Council 37, NYS Department of Civil Service and NYS Division of the Budget.

The committee will begin meeting as soon as practicable. The committee will report back to the parties before the expiration of the 2016-2021 agreement with recommendations regarding career opportunities for employees in senior attorney and associate attorney titles.

Sincerely,

Michael N. Volforte  
Director

---

David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



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**ANDREW M. CUOMO**  
Governor

**MICHAEL N. VOLFORTE**  
Director

November 21, 2018

Mr. David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Statewide Performance  
Evaluation Appeals Board**

Dear Mr. Paskin:

This letter will confirm the understandings reached by the parties during the negotiation of the 2016-2021 State/DC-37 Agreement regarding the establishment of a statewide performance evaluation appeals board.

The negotiated agreement between the State of New York and District Council 37 provides for a performance evaluation system in which employees may receive a rating of "Unsatisfactory." Under the performance evaluation procedures as per Part 156 of Title 9 Executive Law Sub C Budget (Budget Director's Rules), these ratings of "Unsatisfactory" are appealable first at the agency level and then at the Statewide level if previously sustained. The establishment of a Statewide Performance Evaluation Appeals Board requires that a neutral chairperson be mutually selected by the Director of the Governor's Office of Employee Relations and the Executive Director of District Council 37.

The State shall prepare, secure introduction, and recommend passage by the Legislature of such legislation required to provide an amount of \$1,000 during each year of the Agreement for administrative expenses associated with the Statewide Performance Rating Committee activities.

Mr. Paskin  
November 21, 2018  
Page 2

It is my understanding that Mr. Alan Viani has been selected to serve as the neutral chairperson for this Statewide Appeals Board. Please evidence your agreement with this selection by signing on the line below and returning this letter to me.

Sincerely,

Michael N. Volforte  
Director

I agree that Mr. Alan Viani has been selected to serve as the neutral chairperson for the NYS-DC-37 Statewide Performance Evaluation Appeals Board.

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David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



# Governor's Office of Employee Relations

**ANDREW M. CUOMO**  
Governor

**MICHAEL N. VOLFORTE**  
Director

November 21, 2018

Mr. David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Telecommuting**

Dear Mr. Paskin:

This letter confirms the understanding reached by the parties during negotiations of the 2016-2021 State/DC-37 Agreement regarding telecommuting.

The State and DC-37 shall establish a committee which shall include representatives from New York State Homes and Community Renewal and District Council 37 to discuss opportunities for employees to telecommute.

The committee will begin meeting as soon as practicable.

Sincerely,

Michael N. Volforte  
Director

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David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO



# Governor's Office of Employee Relations

ANDREW M. CUOMO  
Governor

MICHAEL N. VOLFORTE  
Director

November 21, 2018

Mr. David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Use of Technology**

Dear Mr. Paskin:

This letter confirms the understanding reached by the parties during negotiations of the 2016-2021 State/ DC-37 Agreement regarding use of technology.

It is acknowledged by the parties that the expeditious processing of contractual matters is advantageous for all. With that in mind, we agree that during the term of this Agreement The use of video and telephone conferencing and other technological innovations will be utilized in the following ways (subject to availability):

1. Article 33 appeals can be faxed or e-mailed.
2. Article 31 contract grievance hearings (First and Second Step) will be heard via video or telephone conferencing, unless not feasible as determined by the parties.
3. All contract grievances, appeals, responses and demands for arbitration pursuant to Article 31 can be faxed or e-mailed.
4. Performance evaluation appeal hearings (agency and statewide) will be heard via video or telephone conferencing, unless not feasible as determined by the parties.
5. A copy of any document related to an employee's work performance that the State wants to place in an employee's personal history folder will be given to the employee by personal service or e-mail. Where personal service or e-mail cannot be accomplished it can be sent by regular mail.

The employer shall allow union representatives access to their video or telephone conferencing equipment or other technological innovations in order to comply with the directives outlined above. Issues related to availability, timing or lack of feasibility shall be appropriate for local and agency labor-management discussion. Where a dispute continues to exist, the Executive Director of DC-37 or designee and the Director of the Governor's Office of Employee Relations or designee shall make the final decision.

The parties also agree to form a labor-management committee comprised of representatives of the Union and the Governor's Office of Employee Relations to explore and/or pilot during the term of this Agreement the use of technologies related to:

- Investigation and preparation of contract grievances
- Labor-Management meetings
- Interrogations pursuant to Article 33
- Counseling sessions
- Service of NODs and notices of suspension
- Posting of job vacancies
- Any other use either party wishes to discuss not expressly listed in the numbered bullets above.

Sincerely,

Michael N. Volforte  
Director

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David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO





# Governor's Office of Employee Relations

**ANDREW M. CUOMO**  
Governor

**MICHAEL N. VOLFORTE**  
Director

November 21, 2018

Mr. David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**RE: Timekeeping**

Dear Mr. Paskin:

If the State decides that it wants to include fingerprinting, facial recognition, or retinal recognition as part of an electronic or automated timekeeping system, the parties will meet and negotiate the matter.

Sincerely,

Michael N. Volforte  
Director

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David Paskin  
Director  
Research and Negotiations Department  
District Council 37, AFSCME, AFL-CIO