

Memorandum of Agreement

1. **Term of Agreement:** 5 years (5/1/21 – 4/30/26)
2. **No Discrimination:** Add the following language to the Non-Discrimination Clauses:
“The Agency will continue to follow the guidance set forth by New York State Office of Employee Relations (OER). OER will investigate and guide the agency on matters pertaining to discrimination.”
3. **Salary and Pay Plan**
General Salary increases, retroactive to 5/1/21 for effected employees, to be paid within four (4) pay periods following ratification by the Union and Board:
 - o **2021 – 2% Retroactive to 5/1/21**
 - o **2022 – 2% Retroactive to 5/1/22**
 - o **2023 – 3% Effective 5/1/23**
 - o **2024 – 3% Effective 5/1/24**
 - o **2025 – 3% Effective 5/1/25**

Side letter agreement which states that in the event any NYSHCR Agencies’ annual general wage increase is less than either of CSEA or PEF, the NYSHCR Agencies’ annual general wage increases shall be brought up to the same amount as either CSEA or PEF’s annual general wage increase.
4. **Service Awards:** Yearly lump sum payments for employees who have been with the agency for the noted years shall be retroactive to 5/1/21 and paid within four (4) pay periods following ratification by the Union and Board:
 - o **5-9 years: \$750**
 - o **10-14 years: \$1,500**
 - o **15-19 years: \$3,000**
 - o **20+ years: \$4,500**
5. **Signing Bonus:** \$2000 lump sum payment for in each of the first 2 years (retroactive to 5/1/21) to be paid no later than the second pay period following the ratification by the Union and Board of the Agreement.
6. **Location Pay:**
 - \$3087 to commence 4/1/23
 - \$3400 to commence 4/1/24
7. **Overtime:** Change as follows: Replace authorization by Senior Vice President with “Supervisor” for requests for overtime. If the immediate supervisor is in the bargaining unit, then the next level, non-bargaining unit supervisor authorization would be required.
8. **Hours of Work:** Employees may work flexible hours as approved by the Agency. Any approved Flexible Hours arrangement will be for a maximum of twelve (12) concurrent months. Any continued change in hours beyond twelve (12) months would constitute a permanent change in schedule.
9. **Holidays:** Add Juneteenth.

10. Health and Dental insurance:

Effective 1/1/24: Employee contributions percentages shall be 12/27 (individual/family) for employees earning under \$50,000 16/31 for all other employees

Optical, Hearing and Podiatric Plan:

May 1, 2021 through April 30th 2023: Reimbursable amount=\$625

May 1, 2023 through April 30th 2024: Reimbursable amount=\$650

May 1, 2025: Reimbursable amount=\$675

11. Tuition Assistance

- Job Related: Increased to \$5,000
- Non-Job Related: Increased to \$2,500
- Labor Management Committee to discuss the term “certificate program”
- Increases to the reimbursable amounts will be equal to NYS SUNY increases

12. NYS Paid Family Leave (NYSPFL): Implementation of program for ALL UAW employees at rate set by program.

13. NYS Paid Parental Leave (NYSPPL) NYSPPL to be implemented via the Labor Management Committee in accordance with side letter.

14. Overtime Meal Allowance: Increase from \$18 to \$20 to for non-travel related overtime meal allowance.

15. Transit: Labor Management Committee to discuss pre-tax benefit for parking with intention to provide this benefit if permitted under law and regulation.

16. Union Meetings:12 hours per year for time-off Union Meetings.

17. Employee Handbook: The HCR Integrated Employee Handbook will be the noted employee handbook for all of HCR, references to any other handbook will be amended to reflect the HCR Integrated Employee Handbook.

18. Notification: Communications between the Agency and UAW will be allowed via email, (not requiring certified mail) to expedite communications.

19. Communications with Human Resources: All communications regarding Military Leave, Jury Duty and Job Abandonment will be had with Human Resources.

20. Probationary Period:

- **New Hires:** 3 months, with the ability to extend by 3 months
- **Promotions or transfers:** 3 months with 1 month extension with a hold on previous position until end of probation. If the employee does not pass probation, they will return to their previous position.

21. Performance Evaluation/Merit: Labor Management Committee will discuss the possibility of a performance evaluation/merit pay program.

- 22. Extended sick leave:** Employee will provide a medical clearance to Human Resources 24 hours in advance of returning to work.
- 23. Counseling:** Counseling memos are not disciplinary. Counseling memos may be requested to be removed from the Personal History File by the employee after 1 year.
- 24. Sick Leave Use Program:** Union representation will not occur during non-disciplinary counseling sessions in regard to this program.
- 25. Timesheets:** Any references to a temporary timekeeping system will be changed to reflect the LATS system currently in use.

26. Grievance Procedure:

First Stage:

- a. The First Stage shall consist of the employee's presentation of a short, plain written statement of the grievance delivered to the Office of Human Resources Management, Labor Relations Office not later than forty-five (45) calendar days after the date on which the act or omission giving rise to the grievance occurred.
- b. A designated representative shall meet with the employee and Union within ten (10) working days from the receipt of the grievance. The Agency will issue a response with their decision to the employee and Union no later than ten (10) working days following the meeting.

Second Stage

- a. The Agency President or his or her designated representative shall issue a response with their decision to the employee and Union no later than twenty-eight (28) working days following the Second Stage hearing.

Third Stage

- a. In the event the grievant does not accept the disposition of the grievance obtained in the Second Stage, the Officers of the Union or their designated representatives may request a hearing with the Agency President or his or her designated representative within 20 working days from date of Second Stage decisions issuance.
- b. The Agency President or his or her designated representative shall issue a response with their decision to the employee and Union no later than twenty (20) working days following the Third Stage hearing.

Fourth Stage

- a. In the event a grievance is not disposed of at the Third Stage, it may be referred by either the Union or the Agency to arbitration pursuant to CPLR Article 75 within twenty (20) working days, after the Third Stage response.
- b. Should such arbitration referral be made by either the Union or the Agency, the written demand for arbitration must be filed with PERB and a copy forwarded to the affected party within thirty (30) working days from the date of the arbitration referrals service.

27. Resignation and Discipline

Procedures noted: Resignation and Discipline, Section III: Disciplinary Procedures-
“Procedure for Employees in Bands I-V (or their Successors) Only”.


- a. This procedure will be enacted for all employees across all bands represented by UAW. Removal of “Procedure for Employees NOT in Bands I-V (or their Successors) Only”.
- b. Any reference to band differences will be removed
- c. Update to reflect contact with or by the Agency President or designee

Side Letter #1: During the term of the agreement, should either PEF or CSEA receive a general salary increase exceeding the general wage increases provided for in this agreement, the Employer agrees to adjust UAW general salary increases set forth in this Agreement to the equivalent amount for the same contract years, to conform with PEF or CSEA negotiated wage increases.

Side Letter #2: NYSHCR will implement New York State Paid Parental Leave, which provides 12 weeks of paid parental leave at no cost to the employees, within 6 months of the ratification of this Agreement, or when the State reaches a collective bargaining agreement with another state employee union, which includes this benefit, whichever is first. The Labor Management Committee shall convene in advance of implementation to discuss its implementation.

For Local 2110 UAW

 Date: 08/3/2023

 Date: 08/03/2023

For NYSHCR

 Date: 08/09/2023

_____ Date: _____