

**March 31, 2015**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**POWER AUTHORITY OF THE STATE OF NEW YORK**

**And**

**LOCAL UNIONS 2032 and 2104, INTERNATIONAL**

**BROTHERHOOD of ELECTRICAL WORKERS,**

**A.F.L.- C.I.O.**

The Negotiating Committees of the Power Authority of the State of New York and Local Unions 2032 and 2104 of the International Brotherhood of Electrical Workers, AFL-CIO, after extensive negotiations and with the assistance of a PERB mediator, have reached agreement, subject to the ratification of the memberships of the Local Unions and the approval of the Power Authority's Trustees and the IBEW International office, on all of the following changed terms which will be incorporated in the successor collective bargaining agreement whose term shall run from April 1, 2011 through March 31, 2019.

**TERMS**

**1) Wage Increases and Lump Sum Payment (Article VII)**

Wage rates shall be increased as follows effective on the below-listed dates for employees on the payroll on the contract ratification date and thereafter:

4/1/14	3.50%
4/1/15	2.00%
4/1/16	2.00%
4/1/17	2.50%
4/1/18	2.50%

A non-pensionable lump sum payment in the gross amount of four thousand (\$4,000) dollars shall be paid on a pro-rata basis to employees on the payroll on the contract ratification date.

*The lump sum amount an eligible employee shall receive will depend upon the period of time he/she was employed during the 4-year interim period (4/1/11 through 3/31/15). For example, an employee who was on the payroll for the entire 4-year period (48-months) will receive the full \$4000 gross non-pensionable payment (48/48 x \$4000); if he/she was on the payroll for two years, he/she will receive \$2000 (24/48 x \$4000); if he/she was on the payroll for 10 months, he/she will receive \$833.33 (10/48 x \$4000); and so on.*

2) Annual employee health insurance contribution amounts shall be changed as follows:

<u>Year</u>	<u>Individual / Family</u>
After ratification	\$1,000 / \$1,600
1/1/16	\$1,000 / \$2,500
1/1/17	\$1,300 / \$3,300
1/1/18	\$1,400 / \$3,500

3) Annual (out of network) health insurance deductible amounts shall be changed as follows:

<u>Year</u>	<u>Individual / Family</u>
After ratification	\$400 / \$1,200 (no deductibles for in network), except \$50 annual home health- HIGH 1-1)
1/1/16	\$500 / \$1,500
1/1/17	\$600 / \$1,800
1/1/18	\$700 / \$2,100

4) Annual (out of network) per person/family out of pocket maximum amounts, shall be changed as follows:

<u>Year</u>	<u>Individual / Family</u>
After ratification	\$800 / \$2,200
1/1/17	\$900 / \$2,400

5) Health Insurance PPO Co-Pays shall be changed as follows:

<u>Year</u>	
After ratification	\$25
1/1/16	\$25
1/1/17	\$25
1/1/18	\$30

6) Health Insurance RX Co-pays shall be changed as follows:

<u>Year</u>	
After ratification	\$8 - \$25 - \$40, 2.5x mail order
1/1/16	\$8 - \$25 - \$45, 2.5x mail order

7) Increase health insurance waiver Opt-Out amount from \$600 to \$1,500.

8) Increase hearing aids maximum amount from \$1,000 every three years to \$1,500 every three years.

9) Eliminate second surgical opinion requirement.

10) Increase maximum dental benefit amount from \$1,500 to \$2,000. Demonstration of student status no longer required.

11) Increase maximum monthly long term disability benefit from \$2,000 to \$3,000.

- 12) Increase the weekly short term disability benefit from 50% of the employee's basic wage up to a maximum weekly benefit of \$500.
- 13) Remove "Working Spouse Rule".
- 14) NYPA will provide all benefits required to be provided by PPACA.
- 15) If NYPA elects to change the third party administrator of the NYPA Plan, NYPA agrees to provide the Union with notice and the opportunity to consult respecting such change.
- 16) Include the following into the Benefits Book:

**Med-24:**

**Services and Supplies not covered:**

**Remove "Charges for immunizations and medical exams or tests not necessary for the treatment of a covered injury, sickness or pregnancy.**

**Remove "charges for routine well baby care".**

**Add "The following services shall be covered consistent with PPACA."**

- Bacteria screening, urine, pregnant women 12-16 weeks
- Abdominal Aortic Aneurysm screen -
- Basic metabolism test "general health panel"
- Bone mineral density tests
- Chlamydia screening
- Cholesterol test
- Colonoscopy and Sigmoidoscopy
- Fecal blood testing
- Gonorrhea screening
- Hemoglobin and Hematocrit testing
- HIV screening
- HPV screening
- Immunizations
- Lead screening
- Mammograms
- PAP smear
- Physical exam
- Birth Control
- Prenatal and postpartum visits
- Prostate test "PSA" testing
- Rh screen
- Rubella screening
- Syphilis infection screening
- Type 2 Diabetes screening
- Well child visits -
- Diet counseling
- Obesity screening and counseling
- Osteoporosis screening
- Cervical cancer screening
- Congenital Hypothyroidism screening for newborns
- Routine obstetrical / gynecological exam

- Tobacco screening, counseling, cessation interventions and addiction prescription
- Vision coverage
- Counseling for women with breast cancer
- Phenylketonuria
- Screen for inherited enzyme disease –
- Kids depression
- Sickle Cell testing
- Fluoride, chemoprevention supplement
- Breast feeding instruction

**In Network In-Patient Hospital**

No Charge – Surgery, Anesthesiology, Radiology, Visit-consultation

**In Network Out Patient Services**

Surgical Procedures	\$25
Mental Health	\$25
Substance abuse – diagnosis	\$25
Advance Radiology	\$25
Cardiac & Pulmonary Rehab	\$25

**Other**

Ambulance	\$50
Emergency Room	\$45 – waived if admitted
Urgent Care	\$30
No more mandatory second opinion	

(See Preventative Care – See United Health Care Material)

If the PPACA is repealed, or the foregoing list of preventive care items is changed by law to add to, delete from, or modify such list, upon written request, either party may request to meet and negotiate a change in cost.

**17)** Increase tuition reimbursement benefit from \$1,500 to \$3,500.

**18)** Establish Labor Management Committee to discuss how to revitalize and improve the current Apprentice Program.

**19)** Establish meal allowance at \$23 and eliminate hot meal requirement.

**20)** Change “Washington’s Birthday” to “Presidents’ Day”.

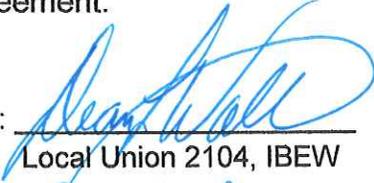
**21)** Changes to retiree health insurance are reflected in the attached document.  
See Attachment 1.

**22)** The “death in family” benefit of Article VIII, Section 17(a) shall be extended to NYPA qualified domestic partners.

23) Changes to Union Release time clause are reflected in the attached document.  
See Attachment 2.

The foregoing reflects the parties' final and complete agreement.

By:   
New York Power Authority  
  
  


By:   
Local Union 2104, IBEW  
By:   
Local Union 2032, IBEW  
  
  
  
  


Retiree Health Insurance

Current Employees

Current employees who retire after 1/1/19 shall pay nothing for the NYPA Plan, but if enrolled in another plan, shall pay 50% of the difference between the NYPA plan and his/her other plan.

Current employees who retire after 1/1/19 shall be subject to the same plan terms (deductibles, co-pays, out-of-pocket expenses, RX co-pays, etc.) as active employees.

Current employees who retire after 1/1/18 may change their coverage type from individual to family coverage or add new or different dependents (e.g., spouse, new spouse, children) a maximum of one (1) time, if the retiree pays the difference between the annual family and individual plan contribution.

If after a life-changing event the retiree moves from family to single plan coverage, the contribution will be adjusted to an individual plan.

After contract ratification, an active employee with a covered domestic partner will have that specific partner continued to be covered during retirement.

Employees Hired After Contract Ratification Date

Employees hired after the contract ratification date, upon retirement, shall pay 50% of the same premium contributions as active employees.

Employees hired after the contract ratification date, upon retirement, shall be subject to the same plan terms (deductibles, co-pays, out-of-pocket expenses, RX co-pays, etc.) as active employees

Employees hired after the contract ratification date, upon retirement, may not change their coverage type (e.g., individual, family), and may not add new or different dependents (e.g., spouse, new spouse, children). *If, after a life changing event, the retiree moves from family to single coverage, the contribution will be adjusted to 50% of the individual plan.*

Employees hired after the contract ratification date shall be eligible for retiree insurance after 15 years of NYPA service.

## **UNION RELEASE TIME**

Recognizing the need to resolve disputes expeditiously and at the lowest level possible, and in order to provide day-to-day open communications between management and labor, the Power Authority authorizes Local 2032 and Local 2104 to designate one official each to act as full-time representative for their local union in dealings with the Authority.

The individual designated will remain on the Power Authority payroll at the rate of pay equal to ten percent (10%) above the highest bargaining unit rate applicable to the current contract. Effective November 1, 2016, or earlier if either of the two current incumbents vacates their position, the Union shall reimburse the Authority pursuant to a periodic invoice for the difference between the designated individual's wage rate and the highest bargaining unit wage rate applicable to the current contract, plus 10%. The individual will continue to receive negotiated salary increases and benefits and will also continue to accrue seniority. Timesheets for this employee should be sent to the project where the individual was assigned when elected to the union office. The designated individuals agree to be available to meet with management upon request, and such requests shall not be unreasonably denied. Payment will be for forty hours only (no overtime.)

Since this representative will devote full time to union-management relations, s/he will be based out of the respective local union office and all expenses associated with this office and the full-time position will be the responsibility of the union. Expenses previously reimbursed by the Authority in connection with the union-management meetings will continue to be reimbursed on the same basis. The full-time union official will be given access to any of the projects upon reasonable notice to the respective Regional Manager or VP Transmission or his/her designee of the need to do so. Such requests shall not be unreasonably denied consistent with business operations.

Normally, there will not be a substitute to fill in for the full-time official when he is on vacation or short term sick leave. In the event of a long term absence, the Power Authority would be willing to discuss the need for a replacement. Additionally, should a serious problem develop during the absence of the full-time official, the Authority may call upon the Union for assistance by providing another official to help resolve the problem.

When an individual no longer holds the union office designated, s/he will be returned to work in his/her classification upon written request.

In consideration of the foregoing, the Union recognizes the Authority's assumption of the cost of this program and agrees to the basic principle prompting this action.