



# New York State Correctional Officers & Police Benevolent Association, Inc.

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December 16, 2009

Dear NYSCOPBA Law Enforcement Member:

We are pleased to announce that **we have entered into a Memorandum of Understanding (“MOU”) with the State that resolves all outstanding monetary issues affecting our Law Enforcement members**, and all non-monetary issues affecting all members, for the two-year period from April 1, 2007 to March 31, 2009. The MOU must be ratified by the membership.

- **Ballots will be sent to you shortly.** Because the monetary terms for our Corrections members were previously decided by an interest arbitration award, the ballot for Corrections members is for non-monetary terms, while the ballot for you, our Law Enforcement members, includes both monetary and non-monetary terms. (The non-monetary terms are exactly the same for all members). The process will be administered by the American Arbitration Association.
- **Why we are able to bring this MOU to you now.** Until recently, the State had not offered a compensation package that we could bring back to you. Among the problems with the State’s proposal was that it did not contain the across-the-board raises that other bargaining groups had received. The State was also insisting on changes to Workers’ Compensation Leave that would have diminished the existing benefit for many of our members. However, following several direct meetings we had with the Governor and his top staff, the State’s position has changed substantially, to the point that we can now present this MOU to you for ratification.

The details of the MOU are described below and contain these basic features:

- The same across-the-board percentage increases as those received by other bargaining units (and by the Correction Officers);
- Two items of compensation (a 25-year longevity increase and Lasik surgery as a covered benefit) that go beyond pattern bargaining and are taken directly from the Correction Officers’ interest arbitration award;
- Extension of the across-the-board percentage increases to other elements of compensation;
- Workers Compensation Leave changes that were sought by the State are withdrawn;
- There are no givebacks or concessions of any kind.

In light of the State’s current fiscal circumstances, we believe this agreement represents the best we could expect to achieve. We do not see any scenario that would lead to a better offer, whether through further negotiations, fact-finding, or a legislative hearing. We believe that we left nothing on the table.

If this MOU is ratified by the membership, it is our intention to immediately begin negotiations for a successor agreement for the period beginning April 1, 2009.

- **The monetary terms of the MOU are as follows:**

(1) Across-the-Board Salary Increase:

Year 1 (2007-08): 3% effective 4/1/07  
 Year 2 (2008-09): 3% effective 4/1/08

Overtime earned since 4/1/07 will be recalculated to reflect the increases to salary and longevity in this MOU.

The new salary schedule will be posted on NYSCOPBA's web site as soon as it is available.

(2) Longevity:

Effective April 1, 2007, the 25-year longevity step is increased in an amount that will cause the difference between the 20 and 25-year longevity steps to equal the difference between the 10 and 15-year longevity steps. This will increase the 25-year step at Grade 6 by \$1,087 and at Grade 16 by \$1,722; for salary grades in between 6 and 16, the increases will fall between \$1,087 and \$1,722, depending on the grade. A schedule listing the new longevity amounts will be posted on NYSCOPBA's web site as soon as it is available.

The across-the-board increases of 3% on 4/1/07 and 3% on 4/1/08 will be applied to all longevity steps (10, 15, 20 and 25) after the increase to the 25-year step.

This increase to the 25-year longevity step is a benefit drawn directly from the interest arbitration award for the Correction Officers.

(3) Across-the-Board Increases to Additional Elements of Compensation:

The 3% increases effective April 1, 2007 and April 1, 2008 will also be applied to the following elements of compensation: Security Enforcement Differential (currently \$624); Uniform Allowance (currently \$623); Facility Security Pay (currently \$500); and Inconvenience Pay (currently \$550).

(4) Location Pay:

The current amounts are increased as follows:

Date	Mid-Hudson	Downstate
Current	\$651	\$1,302
4/1/07	\$800	\$1,500
4/1/06	\$824	\$1,545

(5) Health Insurance:

Law Enforcement members will receive the same health insurance changes as those recently awarded to the interest arbitration eligible members. The significant changes are briefly summarized below, and a detailed memorandum regarding the health benefit changes is available on NYSCOPBA's web site or from NYSCOPBA by request.

Vision Care Benefit

**NYSCOPBA's Law Enforcement members become the first group to obtain Lasik and similar corrective vision procedures as a covered benefit through a negotiated agreement with the State.** Effective September 1, 2010, NYSCOPBA's Vision Care Plan will provide for Lasik and other corrective vision care procedures to correct nearsightedness and/or farsightedness as a covered service *for employees only*. Covered spouses/Domestic Partners and dependent children continue to be eligible for the "discount program", providing up to a 25 percent savings for these procedures. This benefit will be available through a network of participating providers and includes a preliminary exam, the actual procedure and up to two follow-up visits. There is a 10% copayment with an out-of-pocket maximum of \$200. Employees will be eligible for one Corrective Vision Care procedure every 5 years per eye.

Health Insurance Eligibility Enhancements (Empire Plan and HMO)

Effective March 31, 2010, **covered dependent students** will be provided with a 3-month extended benefit period upon completion of each semester as a covered full-time student (or equivalent); and permanent full-time **employees granted workers compensation leave due to an assault** will remain covered under their Plan for the duration of the leave, up to 24 months, at the employee share of premium.

Empire Plan Medical Component

Effective March 31, 2010, current co-payments for participating provider office visits and associated services increase from \$18 to \$20 per service, and the co-payment for surgeries performed at participating ambulatory care facilities will increase from \$15 to \$30. Additionally, the Basic Medical coinsurance maximum will be calculated separately. The out-of-pocket maximum will be \$800 for the enrollee, \$800 for the enrollee's spouse or domestic partner and \$800 for all dependent children combined.

Prescription Drug Component

Effective March 31, 2010, the co-payments for Tier III drugs will increase:

- from \$30 to \$40 for up to a 30 day supply retail and mail;
- from \$60 to \$70 for a retail 31 to 90 day supply;
- and from \$55 to \$65 for a mail 31 to 90 day supply.

All other prescription co-payments remain unchanged. Additionally, as soon as practicable, initial prescriptions for drugs dispensed at retail and/or mail order will be limited to a 30 day supply. After one 30 day prescription has been filled, the 31 to 90 day supply will be available.

Effective March 31, 2010, the Plan will be given the discretion and flexibility to move drugs within the various tiers of the formulary (“Flexible Formulary”). A drug moved to a higher or lower tier will have the same co-payment as drugs in that tier. Some drugs may also be removed from the formulary (not covered) if there is an equivalent Tier 1 option or over-the-counter equivalent.

#### Empire Plan Managed Mental Health and Substance Abuse Treatment Program

All changes in the hospital and medical components of the Plan will be implemented for similar services provided under the Mental Health Treatment component of the Plan (i.e. office visit co-payments; Basic Medical deductible and coinsurance; reimbursement for non-network hospitals). Additionally, disease management programs for depression; eating disorders (including appropriate nutritional services); and ADHD will be implemented.

#### Other NYSCOPBA Enhancements

The NYSCOPBA/State Joint Committee on Health Benefits will explore **Disease Management and/or Wellness** activities to support members with chronic illnesses and those seeking to improve their general health and well being. Effective March 31, 2010, coverage for **adult immunizations** shall include Meningococcal Meningitis and Herpes Zoster (Shingles), subject to appropriate protocols.

Effective upon a date to be determined by the parties, an annual **diabetic shoe benefit** will be available through the Home Care Advocacy Program. For network coverage, benefits will be paid at 100% up to \$500 maximum. Effective March 31, 2010, **prosthetic wigs** shall be a covered basic medical benefit, reimbursed up to a lifetime maximum of \$1500, not subject to deductible or coinsurance.

Effective March 31, 2010, the Empire Plan Medical Component will include: **Diabetes Education Centers** to provide enrollees with counseling and other services; and a disease management program for **chronic kidney disease**. On the same date, the **travel allowance for the Centers of Excellence Programs** will be modified to reimburse meals and lodging at the Federal Government rate, and the lifetime maximum for **travel and lodging expenses for the Cancer Resource Services Program** will be eliminated.

#### Other Health Benefit Changes

The maximum reimbursement for non-network inpatient and outpatient hospital services under the basic medical component of the Plan will be reduced to \$500 from the current maximum of \$1,000, effective January 1, 2010. Effective March 31, 2010, a more managed approach to radiological procedures will be implemented. The current MRI notification requirement will expand to include CAT and PET scans, nuclear medicine and MRAs performed at the outpatient department of a hospital, a participating provider office or a freestanding facility. The Basic Medical Provider Discount Program will be extended and will expire on December 31, 2010. Effective March 31, 2010, under the Home Care Advocacy Program for the purchase of Durable Medical Equipment, the benefit will be limited to a single unit of equipment and repair or replacement as necessary.

Effective April 1, 2010, the Empire Plan **Specialty Drug Program** will be implemented. The Program will provide 24/7/365 access to a network of one or more Specialty Pharmacies. Enrollees initially filling a prescription for a Specialty Drug will be contacted by the Program and advised that they must obtain all refills through the Specialty Drug Program *via* a Specialty Referral Line (accessible through the NYSHIP toll-free telephone line) in order to receive the maximum available benefit. Subsequent fills and refills for the same drug should be requested directly from the Specialty Pharmacy. Initial and refill prescriptions for Specialty Drugs will normally be limited to a 30-day supply. Specialty Drugs 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.

- **The non-monetary terms of the MOU:** The MOU calls for the existing non-monetary contractual provisions (those not directly related to compensation) to be continued, without changes, for the two-year period ending March 31, 2009. This will allow us to continue with the same contract language we have been working under and to immediately begin negotiations for a new agreement.
- **The reasons we agreed to continue the current contract language:** As everyone is aware, the State's fiscal position is very problematic right now, and there is no prospect of any significant improvement in the immediate future. The Legislature has just adopted a \$2.7 billion deficit reduction plan for the current fiscal year, and the State is facing a projected deficit of \$6.8 billion for the 2010-11 fiscal year. Given this gloomy economic forecast, and with many experts saying things may get worse before they get better, we believe that the next round of bargaining on our monetary issues should not be delayed. Because the State has now made a monetary offer to our Law Enforcement members that we can accept, extending the non-monetary terms of the contract for all members will, with ratification, allow us to immediately begin bargaining for the contract period beginning April 1, 2009.

Extending the current contract language does not mean that we have abandoned the non-monetary issues we had raised; we are free to propose them in the next round of bargaining. As a practical matter, non-monetary changes to contract language cannot be implemented retroactively in the same way that compensation can be. Therefore, because the two years covered by the MOU have already expired, we lose nothing by extending the current non-monetary terms for two years.

It is also important to understand that both parties have discontinued their proposals in this round of bargaining. The State had many proposals on the table; by continuing the existing language, none of them will be adopted. Among the changes the State was seeking were limitations on a member's use of accrued leave while suspended without pay and limiting Workers Compensation Leave at full pay to those who are injured from an assault by a ward of the State or a member of the public. We strongly opposed those proposals. For the two years covered by this MOU, those and all other State proposals are withdrawn.

The MOU contains no concessions or "give-backs" of any kind by NYSCOPBA.

- **The MOU continues all provisions of the current agreement, including:**

- (1) All labor/management committees and programs funds:

Program	Contract Article
Health Benefits Committee	12.10(b)
Education and Training	13.1
Employee Assistance	13.5(a)
Organizational Alcohol	13.5(b)
Labor Management Training	13.6
QWL L/M Committee	25.6
Employee Benefit Fund	25.9
Family Benefits	25.10

An appropriation sufficient to fund these programs for two years was provided in the pay bill that implemented the interest arbitration award. The MOU maintains these committees and programs and clarifies that the benefits are extended to our Law Enforcement members.

- (2) Employee Organization Leave:

We will receive two years' worth of Employee Organization Leave (1,424 days) that we will be able to use for union-related purposes.

- (3) Appendices and Side Letters:


All other provisions of the 2003-2007 agreement, except as modified above, will be continued for the term April 1, 2007 to March 31, 2009, including the side letters and also Appendix "D" (pertaining to seasonal and part-time employees).

- **The NYSCOPBA Executive Board supports the MOU for these reasons:**

- a. Ratification will allow us to immediately begin negotiations on all issues (monetary and non-monetary) for the period beginning April 1, 2009.
- b. All committees and programs are continued for the two-year period.
- c. We have made no concessions or give-backs.
- d. The State has withdrawn all of its proposals for the two-year period covered by the MOU.

- **We are anxious to begin the next round of bargaining.** As discussed above, the State is facing many problems and uncertainties. The adverse fiscal situation affects every aspect of State government and limits available resources. To complicate matters, 2010 is a gubernatorial election year; if a new governor were to take office in 2011, it is difficult to predict what impact that might have on contract negotiations. The leadership changes in the State Senate add an additional complicating factor to the fiscal and political climate. Because we have developed a positive and productive working relationship with Governor Paterson and his staff, it is my belief that beginning contract negotiations as immediately as possible for the period beginning April 1, 2009 is in the best interests of the membership. Ratification of the MOU will allow us to do that.
- **We need a pay bill.** If the MOU is ratified, a pay bill must be passed by the Legislature and signed by the Governor before raises can be implemented and back pay processed. NYSCOPBA will make every effort to see that the bill is introduced and passes as early in the 2010 legislative session as possible, but we cannot guarantee that it will happen as of any specific date.
- **Retroactive salary checks.** We have estimated the back pay amounts for some representative steps at each salary grade (see attached). These calculations assume a payment date of April 1, 2010. This is an arbitrary date, **not based on any conversations with the State as to when payment could be expected.** We chose that date for purposes of having a fixed date from which to calculate the estimated retroactive payments. If the retro money is paid before April 1, 2010, the actual payment amounts will be less than our estimate; if paid after that, the amounts will be higher. NYSCOPBA will use its best efforts to see that you are paid as soon as possible.

Thank you for the unity and support you have demonstrated throughout these negotiations.



Donn Rowe,  
President

**LAW ENFORCEMENT  
ESTIMATED RETROACTIVE PAY AMOUNTS**

Salary Grade	Hiring Rate	Step 3	Job Rate	10-Yr. Longevity	15-Yr. Longevity	20-Yr. Longevity	25-Yr. Longevity
6	\$4,193	\$4,679	\$4,970	\$5,264	\$5,521	\$5,932	\$ 9,450
8	4,647	5,178	5,496	5,810	6,089	6,518	10,340
9	4,887	5,433	5,760	6,089	6,381	6,822	10,831
10	5,151	5,727	6,072	6,416	6,725	7,176	11,395
11	5,437	6,034	6,391	6,750	7,069	7,533	11,935
12	5,725	6,346	6,718	7,097	7,426	7,902	12,529
14	6,380	7,061	7,469	7,880	8,244	8,745	13,825
15	6,728	7,439	7,865	8,294	8,670	9,186	14,500
16	7,095	7,842	8,289	8,738	9,134	9,660	15,222

NOTES:

- (1) These calculations are estimates based on a hypothetical payment date of April 1, 2010. We don't know when the raises will actually be implemented, and a pay bill must first be passed. April 1, 2010, is therefore an arbitrary date that is not based on anything the State told us or promised us. If the raises are implemented after April 1, 2010, retro payments will be higher; if the raises come before that date, the retro will be lower.
- (2) These calculations exclude retroactive amounts of recalculated overtime, Inconvenience Pay and Location Pay. Overtime (including pre-shift briefing) will be recalculated based on each member's actual overtime hours during the period of retroactivity. Members who worked in Location Pay areas for the entire period of retroactivity will receive additional retro pay of approximately \$495 in the Mid-Hudson area and \$684 in the Downstate area. Members who received Inconvenience Pay for the entire period of retroactivity will receive approximately \$82 in additional retro pay.
- (3) These calculations include retroactive payments for Uniforms, Security Enforcement Differential and Facility Security Pay.
- (4) The figures reflect gross pay, which will be subject to withholding taxes.
- (5) Estimates for both the Hiring Rate and Step 3 assume the employee was at that particular step on April 1, 2007 and moved to the next step on April 1, 2008 and to the next step on April 1, 2009. For an employee who was between the Hiring Rate and Step 3 as of April 1, 2007, the retro pay will fall between the amounts listed for the Hiring Rate and Step3; for an employee who was between Step 3 and the Job Rate as of April 1, 2007, the retro pay will fall between the amounts listed for Step 3 and the Job Rate.
- (6) Estimates for the Job Rate and for the 10, 15, 20 and 25-Year longevity steps assume that the employee was on that particular step for the entire three-year period of retroactivity. For an employee moving from one step to another during that period, the retro pay will fall between the amounts listed for the step he/she was at on 4/1/07 and the step he/she is at on 4/1/10.