

DRAFT
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF NEW YORK
AND
THE NEW YORK STATE CORRECTIONAL OFFICERS AND POLICE BENEVOLENT ASSOCIATION,
INC. (NYSCOPBA)

April 1, 2007 through March 31, 2009
For the Security Services Bargaining Unit

The parties agree that all contractual language shall remain unchanged from the April 1, 2003 – March 31, 2007 negotiated Security Services Agreement, except for changes in effective dates as appropriate, and the following:

11.2 General Salary Increase (for Non-Interest Arbitration employees only)

(a) Salary Increase for Fiscal Year 2007-08

Effective April 1, 2007, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2007, will be increased by 3 percent. The salary schedule for employees shall be amended to reflect the increase provided herein.

(b) Salary Increase for Fiscal Year 2008-09

Effective April 1, 2008, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2008, will be increased by 3 percent. The salary schedule for employees shall be amended to reflect the increase provided herein.

11.6 Longevity Payments – For Interest Arbitration ineligible employees only, effective 4/1/07, the 25 year longevity shall be recalculated so that the difference between the 20 and 25 year longevities shall be the same as the difference between the 10 and 15 year longevities. Salary increases pursuant to 11.2 (a) and (b) above shall be applied to longevities after the recalculation.

11.7(a) Locational Compensation – For Interest Arbitration ineligible employees’ only, locational compensation shall be increased to the following levels:

“Mid-Hudson” Adjustment – Effective April 1, 2007, \$800

Effective April 1, 2008, \$824

“Downstate” Adjustment – Effective April 1, 2007, \$1500

Effective April 1, 2008, \$1545

11.7 (b) Inconvenience Pay - For Interest Arbitration ineligible employees only, effective April 1, 2007, the present inconvenience pay program shall be increased to \$567 per year to employees who work four (4) hours or more between 6:00 p.m. and 6:00 a.m., except on an overtime basis, and will be continued as provided in Chapter 333 of the Laws of 1969 as amended. Effective April 1, 2008, that amount shall be increased to \$584.

11.9 Security Enforcement Differential (for Non-Interest Arbitration employees only)

The Employer shall provide a security and law enforcement differential to all full-time annual salaried employees in recognition of their enhanced security and law enforcement responsibilities inherent in the positions covered by this Agreement. Such payment shall be \$643 for the period beginning 4/1/07, and increased to \$662 per year beginning 4/1/08.

11.10 Facility Security Pay (for Non-Interest Arbitration employees only)

Effective 4/1/07, employees shall receive \$515 per year. That amount shall be increased to \$530 effective 4/1/08. Such payments shall not be added to base salary, but shall be made biweekly.

Article 12 – For Interest Arbitration ineligible employees only, changes to the health insurance provisions as agreed upon, are attached.

20.2 Uniform Allowance - All Interest Arbitration ineligible employees in the unit on the payroll on the last day of the payroll period in which November 1 falls shall receive an allowance, by separate check, for uniform cleaning and maintenance on or about December 1 of each year of this Agreement as follows:

December 1, 2007 - \$642
December 1, 2008 - \$661

Article 12 – Health Insurance

Health Insurance Eligibility (Empire Plan and HMO)

1. **Effective, March 31, 2010**, covered dependent students shall be provided with a 3-month extended benefit period upon completion of each semester as a covered full-time student (or equivalent).
2. **Effective, March 31, 2010**, a permanent full-time employee who is removed from the payroll due to an assault, as described in Article 14.9, and is granted workers compensation for up to 24 months shall remain covered under the State Health Insurance Plan for the same duration and will be responsible for the employee share of premium.

Empire Plan Hospital Component

1. Reimbursement for non-network inpatient and outpatient hospital services from the basic medical component of the Plan will be continued as follows:

Effective, January 1, 2010, the maximum \$1,000 reimbursement under the Basic Medical Program will be reduced to \$500.

Empire Plan Medical Component

1. Effective **March 31, 2010**, the copayments for participating provider office visits and office surgery, and laboratory and X-ray services will increase from the current \$18 per service to \$20 for office visits, office surgery, and laboratory and x-ray services.

2. Effective, January1, 2010, the maximum annual co-insurance out-of-pocket expense under the basic medical component will be \$800 per enrollee; \$800 per enrolled spouse or domestic partner; and \$800 per all dependent children.

3. Effective, **March 31, 2010**, a more managed approach to radiological procedures will be implemented.
 - a. The Medical Component Insurer will improve the effectiveness of this benefit by re-enforcing credentialing requirements and “best practices” with Radiologists and other providers involved in providing radiological services to Empire Plan enrollees.

 - b. The current Prospective Procedure Review notification requirement for MRIs 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.

4. The Basic Medical Provider Discount Program will expire on December 31, 2011 unless extended by agreement of both parties (see side letter).

5. Effective, **March 31, 2010**, language under the Home Care Advocacy Program for the purchase of Durable Medical Equipment will be modified as follows:
 - a. Benefits are available for the most cost-effective equipment as meets the patient's functional need.
 - b. Benefits are provided for a single unit of equipment and repair or replacement as necessary.

6. Effective, **March 31, 2010**, the copayment for surgery performed at facilities that are either certified under Article 28 or accredited by one or more of the recognized organization such as JCAHO (Joint Commission on Accreditations of Healthcare Organizations) will increase from the current \$15 to \$30.
 - a. At such time as the modifications to Section 230-d of the State Health Law and/or Section 6530 of State Education Law regarding the certification of providers performing certain office-based surgeries are enacted this section will be modified as required by Law.

7. Effective, **March 31, 2010**, coverage for adult immunizations shall include Meningococcal Meningitis and Herpes Zoster (Shingles), subject to appropriate protocols.

8. Effective, **March 31, 2010**, an annual diabetic shoe benefit will be available through the Home Care Advocacy Program under the medical carrier.

Network Coverage: Benefits paid at 100% with no out of pocket cost up to \$500 maximum.

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 75% of the network allowance, up to a maximum allowance of \$500.

9. Effective, **March 31, 2010**, prosthetic wigs shall be a covered basic medical benefit and shall be reimbursed up to a lifetime maximum of \$1500, not subject to deductible or coinsurance.

10. Effective, **March 31, 2010**, there will be Diabetes Education Centers under contract with the medical carrier.

11. The State and the NYSCOPBA Joint Committee on Health Benefits will explore the possible implementation of additional Disease Management and/or Wellness activities to support enrollees with chronic illnesses and employees seeking to improve their general health and well being.

12. The State and the NYSCOPBA Joint Committee on Health Benefits will monitor and oversee the disease management program for chronic kidney disease implemented under the Empire Plan Medical Component.

13. Effective, **March 31, 2010**, the travel allowance for the Centers of Excellence Programs shall be modified to reimburse meals and lodging at the Federal Government rate.

14. Effective, **March 31, 2010**, the lifetime maximum for travel and lodging expenses for the Cancer Resource Services Program will be eliminated.

Empire Plan Managed Mental Health and Substance Abuse Treatment Program

1. Coincident with the increases in the participating provider copayments for office visits, office surgery, laboratory and x-ray service the copayment for mental health services from participating providers will increase to the same amount.

2. Coincident with the increase in the Basic Medical deductible and coinsurance, the basic medical deductible and coinsurance will increase accordingly.

3. Coincident with the change in reimbursement for non-network hospitals the reimbursement for non-network hospitals for mental health services (inpatient and outpatient) will change accordingly.
4. For any services not addressed in items 1 through 5, any changes in the hospital and medical components of the Plan that affect similar services provided under the Mental Health Treatment component of the Plan will change accordingly.
5. Under the Mental Health and Substance Abuse Program a disease management program for depression will be available. Effective, March 31, 2010, or as soon as practicable, disease management programs for eating disorders, including appropriate nutritional services; and ADHD will be implemented.

Prescription Drug Component

1. **Effective, March 31, 2010**, the current copayments for prescription drugs obtained at a Retail Pharmacy or the Mail Service Pharmacy shall increase as follows:
 - a. Retail and Mail up to a 30 days supply
 - i. Generic = Current Benefit (\$5)
 - ii. Preferred Brand = Current Benefit (\$15)
 - iii. Non-Preferred Brand = **\$40**
 - b. Retail 31 – 90 days supply

- i. Generic = Current Benefit (\$10)
 - ii. Preferred Brand = Current Benefit (\$30)
 - iii. Non-Preferred Brand = \$ 70
 - c. Mail 31 – 90 days supply
 - i. Generic = Current Benefit (\$5)
 - ii. Preferred Brand = Current Benefit (\$20)
 - iii. Non-Preferred Brand = \$65
- 2. Effective as soon as practicable initial prescriptions for all drugs dispensed at retail and/or mail will be limited to a 30 days supply. After one 30 day prescription has been filled, the 31 to 90 days supply option will be available.
- 3. **Effective, March 31, 2010**, Tier One, currently reserved for Generic Drugs only, may include Brand name medications that are determined by the Prescription Drug Insurer/Administrator to be a “best value”. And/or Generic Drugs that are determined not to add value to the Plan or the enrollee may be placed in Tier 2 or Tier 3
 - a. The copayment for any brand name drug placed in Tier 1 will be the same as the Tier One copayment, similarly, any generic drug placed in Tiers 2 or 3 will have the same copayment of brand name drugs in that tier. (side letter)

Specialty Medication Component

Effective, April 1, 2010, the Empire Plan Specialty Drug Program will be implemented. The Program will consist of a network of one or more Specialty Pharmacies. (side letter)

1. For purposes of this Program, Specialty Drugs that are 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 days in advance of the implementation date.

3. Following implementation, enrollees may fill no less than 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. Once an enrollee contacts the Specialty Referral Line, subsequent fills and refills for the same drug should be requested directly from the Specialty Pharmacy.

7. Any and all prescription(s), initial or refill, beyond those provided for in paragraph (b), for designated Specialty Drugs will be limited to a 30-day supply, unless otherwise agreed to by the State and the Program administrator.

8. All Specialty Pharmacies that are participating in the Specialty Drug Program will provide enrollees with 24/7/365 access to a pharmacist.

9. 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.

10. 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.

11. Drugs included in the Specialty Drug Program will be assigned to tiers and subject to the same copayments as drugs covered under the “standard” Empire Plan Prescription Drug benefit.

12. 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 a 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 copayment.

Vision Care Benefit

Effective September 1, 2010, the NYSCOPBA Vision Care Plan will be modified as follows:

1. Lasik and other corrective vision care procedures performed to correct nearsightedness and/or farsightedness and not covered by the Empire Plan or an HMO shall be a covered service for employees only.

2. Spouses/Domestic Partners and dependent children shall be eligible to participate in a “discount program” providing up to a 25 percent savings for the procedures identified in item #1 but will be responsible for any and all costs associated with such procedures.

3. Corrective Vision Care coverage shall only be available through a network of participating board eligible/board certified ophthalmologists trained in this field. The Vision Care Plan administrator shall be responsible for the network and will make every effort to recruit and retain providers throughout New York State.

4. Corrective Vision Care coverage shall include a preliminary exam, the actual procedure and up to two follow-up visits.

5. Employees receiving such services shall have a copayment equal to 10% of the discounted cost of the procedure up to an out-of-pocket maximum of \$200.

6. Employees shall be eligible for one Corrective Vision Care procedure every 5 years per eye.

7. The NYSCOPBA Joint Committee on Health Benefits shall review the Corrective Vision Care coverage component at regular intervals to monitor utilization, network adequacy and cost.

8. The five (5) year limit may be waived based on evidence of a significant vision change due to injury or illness.