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3/22/06

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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THE STATE OF NEW YORK

Employer,

-and-

NEW YORK STATE CORRECTIONAL OFFICERS  
AND POLICE BENEVOLENT ASSOCIATION, INC.

Employee Organization.

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FINAL AND BINDING AWARD  
OF TRIPARTITE PANEL

1A 2004 - 009

The Public Arbitration Panel members are:

PUBLIC PANEL MEMBER & CHAIRMAN:	Thomas N. Rinaldo, Esq.
PUBLIC EMPLOYEE PANEL MEMBER:	Michael C. Axelrod, Esq.
LLP	Certilman Balin Adler & Hyman,
PUBLIC EMPLOYER PANEL MEMBER:	Walter J. Pellegrini, Esq.
	Governor's Office of Employee Relations

Appearances:

For the State of New York:	Governor's Office of Employee Relations
	Maureen Seidel, Esq. Of Counsel
	Gary Simpson, Esq. Of Counsel

For the New York State Correctional  
Officers and Police Benevolent  
Association, Inc.:

William F. Sheehan, Esq.  
Nancy L. Burritt, Esq.  
Sheehan, Greene, Carroway,  
Golderman & Jacques LLP

W. James Schwan, Esq.

Having been granted an extension of authority by the parties herein, the State of New York and the New York State Correction Officers Police Benevolent Association, Inc, and in compliance with section 209 of the Taylor Law, issues the following award covering four years commencing with 2003-2004 and ending 2006-2007. A full opinion setting forth the reason and rationale of said panel shall follow the issuance of this final and binding award.

### 1) General Salary Increase

Effective April 1, 2003, the basic annual salary of arbitration eligible employees in full-time status annual salaried employment status on March 31, 2003, will be increased by 2.25 percent.

Effective April 1, 2004, the basic annual salary of arbitration eligible employees in full-time status annual salaried employment status on March 31, 2004, will be increased by 2.75 percent.

Effective April 1, 2005, the basic annual salary of arbitration eligible employees in full-time status annual salaried employment status on March 31, 2005, will be increased by 3 percent.

Effective April 1, 2006, the basic annual salary of arbitration eligible employees in full-time status annual salaried employment status on March 31, 2006, will be increased by 3 percent.

### 2) Uniforms

The language of Article 20 remains unchanged with the following exceptions:

The amounts to be paid set forth in Article 20.2 are changed to:

December 1, 2003	- \$575
December 1, 2004	- \$625
December 1, 2005	- \$725
December 1, 2006	- \$875

Such amounts shall be offset by payments already received as uniform allowance in each year and the remainder shall be calculated as part of a retroactive payment.

Effective March 31, 2007, the uniform allowance of \$875 shall be increased for arbitration eligible employees covered by Article 20 to \$1,075 and shall be added to the basic annual salary of those employees in payroll status on March 30, 2007. Effective March 31, 2007, Article 20 shall be deleted from the collective bargaining agreement and uniform allowance shall no longer exist.

### 3) Longevity

The longevity payment provisions of Article 11.6 shall continue however, effective April 1, 2003, for arbitration eligible employees a new 25 year payment is established and the increased longevity amounts are summarized as follows:

	10 yr	15 yr	20yr	25 yr
Salary Grade 9	\$2,007	\$3,773	\$6,447	\$7,070
Salary Grade 14	\$2,500	\$4,700	\$7,750	\$8,500
Salary Grade 15	\$2,604	\$4,895	\$8,025	\$8,801
Salary Grade 17	\$2,864	\$5,384	\$8,712	\$9,555

In subsequent years covered by this award the amounts cited shall be increased by the salary increases provided in paragraph 1. Payment of such amounts shall be offset by any longevity monies already received by arbitration eligible employees.

### 4) Security Enforcement Differential

Effective April 1, 2004 the security enforcement differential for arbitration eligible employees shall be increased by \$50 to \$625; effective April 1, 2005 the differential shall be increased by \$225 to \$850; effective April 1, 2006 the differential shall be increased by \$250 to \$1100.

Effective March 31, 2007 the differential shall be increased by \$450 to \$1550. Such amount shall be added on that date to the basic annual salary of those arbitration eligible employees. Also, on March 31, 2007, Article 11.10 shall be deleted from the collective bargaining agreement and the security enforcement differential shall no longer exist.

Such amounts cited herein shall be offset by payments already received as security enforcement differential in each year and the remainder shall be calculated as part of a retroactive payment.

## 5) Location

Effective on April 1, 2003, the location compensation of \$1200 shall be increased by 2.25 percent for arbitration eligible employees who are in employment status on March 31, 2003 in the counties of New York City, Nassau, Suffolk, Westchester and Rockland.

Effective on April 1, 2004, the location compensation shall be increased by 2.75 percent for arbitration eligible employees who are in employment status on March 31, 2004 in the counties of New York City, Nassau, Suffolk, Westchester and Rockland. To this amount will be added a supplemental location payment of \$1591.

Effective on April 1, 2005, the new location compensation established on April 1, 2004 shall be increased by 3 percent for arbitration eligible employees who are in employment status on March 31, 2005 in the counties of New York City, Nassau, Suffolk, Westchester and Rockland.

Effective on April 1, 2006, the location compensation shall be increased by 3 percent for arbitration eligible employees who are in employment status on March 31, 2006 in the counties of New York City, Nassau, Suffolk, Westchester and Rockland.

Effective April 1, 2004, a new location compensation of \$1061 shall be paid to arbitration eligible employees who are in employment status on March 31, 2004, in the counties of Orange, Putnam and Dutchess. Effective April 1, 2005 and April 1, 2006 such location pay shall be increased by the applicable general salary increase percentages.

## 6) Health Insurance

The Health Insurance modifications contained in the Award will be implemented on the first of the month no sooner than 60 days after the date of the Award unless otherwise noted.

1. Effective on a date to be determined the Hospital Emergency Room copayment will increase to \$50. Effective January 1, 2007, the Hospital Emergency Room copayment will increase to \$60.
2. Effective on a date to be determined the Hospital Outpatient copayment will increase to \$35. Coincident with the increase in the hospital outpatient

copayment, services provided in a hospital owned or operated extension clinic will be paid by the hospital carrier.

3. Effective on a date to be determined no payment will be made for inpatient hospital days determined to be non-medically necessary by the hospital carrier.
4. Effective on a date to be determined, the Hospital component (inpatient and outpatient services) of the Empire Plan will be modified as follows:
  - The Hospital carrier will establish a network of hospitals (acute care general hospitals, skilled nursing facilities and hospices) throughout the United States.
  - Any hospital that does not enter into a participating agreement with the hospital carrier will be considered to be a non-network facility.
  - Covered inpatient services received at a network hospital will be paid-in-full. Covered outpatient services (outpatient lab, x-ray, etc. and emergency room) received at a network hospital will be subject to the appropriate copayment.
  - Covered inpatient services received at a non-network hospital will be reimbursed at 90% of charges. There will be a separate \$1500 annual Hospital coinsurance maximum per enrollee, enrolled spouse/domestic partner and all dependent children combined established for non-network hospital out-of-pocket expenses.
  - The \$1500 Hospital coinsurance maximum is for non-network hospital expenses only and cannot be combined with any coinsurance maximums for other Empire Plan components.
  - Covered outpatient services received at a non-network hospital will be reimbursed at 90% of charges. The enrollee will be responsible for 10% of charges(coinsurance) or a \$75 copayment whichever is greater. The non-network outpatient coinsurance/copayment will be applied toward the \$1500 annual coinsurance maximum.
  - Once the enrollee, enrolled spouse/domestic partner or all dependent children combined have incurred \$500 in non-network expenses, a

claim may be filed with the medical carrier for reimbursement of out-of-pocket non-network expenses incurred above the \$500 and up to the balance of the coinsurance maximum.

- Services received at a non-network hospital will be reimbursed at the network level of benefits under the following situations:
    - Emergency outpatient/inpatient treatment;
    - Inpatient/outpatient treatment only offered by a non-network hospital;
    - Inpatient/outpatient treatment received outside of the US; and
    - Inpatient/outpatient treatment in geographic areas where reasonable access to a network hospital does not exist.
  - Anesthesiology, pathology and radiology services received at a network hospital will be paid-in-full less any appropriate copayment even if the provider is not participating in the Empire Plan participating provider network under the medical component.
5. Effective on a date to be determined the participating provider office visit, office surgery, radiology and laboratory copayments will increase to \$15. Effective January 1, 2007, the participating provider office visit, office surgery, radiology and laboratory copayments will increase to \$18.
  6. Effective January 1, 2007, the Managed Mental Health and Substance Abuse Program participating provider copayment for outpatient mental health services will increase to \$18.
  7. Effective on a date to be determined the Empire Plan Prescription Drug Program will be modified as follows:
    - i. A third tier of prescription drugs and prescription drug copayment will be created to differentiate between preferred and non-preferred brand-name drugs.
    - ii. The copayment will be \$5 for generic drugs, \$15 for preferred brand name drugs and \$30 for non-preferred brand name drugs for up to a 30-day supply at either a retail pharmacy or the mail service pharmacy.

1. When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment (\$30).
- iii. The copayment will be \$10 for generic drugs, \$30 for preferred brand name drugs and \$60 for non-preferred brand name drugs for a 31 to 90 day supply at a retail pharmacy.
  1. When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment (\$60).
- iv. The copayment will be \$5 for generic drugs, \$20 for preferred brand name drugs and \$55 for non-preferred brand name drugs for a 31 to 90 day supply at the mail service pharmacy.
  1. When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment (\$55).
8. Effective on a date to be determined, the Empire Plan Centers of Excellence Programs will expand to include Cancer Resource Services. The Cancer Resource Program will provide:
  - Direct telephonic nurse consultations;
  - Information and assistance in locating appropriate care centers;

- Connection with cancer experts at Cancer Resource Services network facilities;
  - A travel allowance up to \$10,000; and
  - Paid-in-full reimbursement for all services provided at a Cancer Resource Services network facility when the care is pre-certified.
9. Effective on a date to be determined a Prosthetic and Orthotic network will be available to Empire Plan enrollees. Devices purchased through an approved network provider will be paid-in-full under the participating provider component of the Empire Plan.
10. Effective on a date to be determined the Empire Plan Basic Medical component will include the Basic Medical Provider Discount Program. This program offers discounts from certain physicians and other providers who are not part of the Empire Plan participating provider network but are an Empire Plan Multiplan provider. To be eligible to receive the Basic Medical Provider Discount Program the following conditions must be met:
- The Empire Plan is the primary coverage;
  - Basic Medical services were received from a non-participating provider ;
  - The non-participation provider is in the Multiplan network;
  - The Multiplan provider discounted fee is lower than the Basic Medical reasonable and customary allowance; and
  - The annual Basic Medical deductible has been met.
- This benefit will sunset on or about December 31, 2006, unless extended by agreement of both parties.
11. Effective on a date to be determined the EP infertility lifetime maximum benefit will increase to \$50,000 per covered individual.
12. Effective on a date to be determined the EP hearing aid allowance will be \$1,200 per hearing aid per ear. Effective January 1, 2006 the hearing aid allowance will increase to \$1,500 per hearing aid per ear.



13. Effective on a date to be determined EP mastectomy prosthetics will be a paid-in-full benefit.
14. Effective on a date to be determined, the EP maximum lifetime benefit for non-network substance abuse services shall be increased to \$250,000
15. Effective on a date to be determined the State and the NYSCOPBA Joint Committee on Health Benefits will develop and implement two additional EP disease management programs.
16. The NYSCOPBA Joint Committee on Health Benefits will work with the State to implement a direct debit vehicle to be utilized under the Medical Flexible Spending Account.
17. Effective on a date to be determined, the maximum annual Dental Care benefit per person shall be increased to \$2,300.
18. Effective on a date to be determined, the maximum lifetime benefit for orthodontic treatment will increase to \$2,300.
19. Effective on a date to be determined, eligible expenses under the Medical Flexible Spending Account will be expanded to include over-the-counter medications according to guidelines developed by the Medical Flexible Spending Account Administrator.
20. The State shall seek the appropriation of funds by the Legislature to support the NYSCOPBA Joint Committee on Health Benefits initiatives and to carry out the administrative responsibilities of the Committee in the amount of \$136,500 for the period April 1, 2003 to March 31, 2004; April 1, 2004 to March 31, 2005; April 1, 2005 to March 31, 2006 and April 1, 2006 to March 31, 2007.
21. Effective on a date to be determined a program that will allow enrollees to obtain Laser Vision Correction services at discounted enrollee-pay-all fees through a network of providers will be implemented.

### 7) Inconvenience Pay

Effective April 1, 2006, 11.7 (b) shall be modified to reflect that arbitration eligible employees working on the night shift, as defined by the facility, shall be paid 50 cents per hour while working those hours.

Also effective April 1, 2006, employees working the evening shift, as defined by the facility, shall be paid \$1.00 per hour for hours worked during that shift.

Members on paid leave for line-of-duty injuries shall continue to receive inconvenience payments as provided above.

8) Article 25.9 (Employee Benefit Fund) shall be modified effective April 1, 2003. The amount shall increase to \$25; effective April 1, 2006, it shall be increased to \$30.

9) [Added to Article 14.4] Effective July 1, 2006, employees shall be required consistent with current medical documentation policy, to provide adequate documentation from the medical provider for all pre-approved medical absences including those of four hours or less. Upon the second instance of failure to provide adequate documentation, the employee shall be subject to discipline. However, this in no way is intended to otherwise alter present medical documentation requirements.

10) [Added at the end of Article 14.11] 14.11 (f) Section 14.11 of this agreement shall not apply to Workers' Compensation, or Sections 72 or 73 of the Civil Service Law.

11) [Added to Article 14.4] Effective July 1, 2006, for all sick leave absences of a full shift or more, returning employees shall provide at least eight hours advance notice of their intended return to work. However, this in no way is intended to otherwise alter present notification procedures.

Thomas N. Rinaldo, Esq.  
Neutral Panel Member and Chair

Michael Axelrod, Esq.  
NYSCOPBA Panel Member

Walter J. Pellegrini, Esq.  
State Panel Member

STATE OF NEW YORK     )  
COUNTY OF ALBANY    )     ss:

On the 21<sup>st</sup> day of March 2006, before me personally came and appeared THOMAS N. RINALDO, Esq., to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

  
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NOTARY PUBLIC

STATE OF NEW YORK     )  
COUNTY OF ALBANY    )     ss:

On the 21<sup>st</sup> day of March 2006, before me personally came and appeared MICHAEL C. AXELROD, Esq., to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

  
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NOTARY PUBLIC

STATE OF NEW YORK     )  
COUNTY OF ALBANY    )     ss:

On the 21<sup>st</sup> day of March 2006, before me personally came and appeared WALTER J. PELLEGRINI, Esq., to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

  
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NOTARY PUBLIC

REBECCA L. CAUDLE  
Notary Public, State Of New York  
No. 4846008  
Qualified In Rensselaer County  
Commission Expires Oct. 31, 2009 