

Memorandum Of Agreement (MOA) Between The Police Benevolent Association Of The New York State Troopers, Inc., And The Executive Branch Of The State Of New York For The Collective Bargaining Unit Consisting Of Commissioned and Non-Commissioned Officers

The parties, as listed above, do hereby agree to the following terms with respect to a new collective bargaining agreement:

1. The term of such agreement shall be from April 1, 2003, to March 31, 2007.
2. Each member of the Commissioned and Non-Commissioned Officer Unit shall receive a non-recurring lump sum payment as follows:

Each Non-Commissioned Officer who was on the payroll for the entire period of April 1, 2003 to March 31, 2005 shall receive a lump sum payment in the amount of \$11,297, Each Commissioned Officer who was on the payroll for the entire period of April 1, 2003 to March 31, 2005 shall receive a lump sum payment in the amount of \$12,937.

Members of such unit as defined herein who were in a Non- Commissioned Officer title and have been on the payroll of the division of state police during the period from April 1, 2003 through March 31, 2005, but not for the entire period, shall receive a non-recurring lump sum payment for service rendered to be calculated by multiplying the number of full pay periods worked during the above-cited period by \$213 dollars. For partial pay periods worked during the above-cited period, the lump sum compensation shall be calculated on a pro rata basis with \$213 being the base for a full pay period worked. Such payments as provided in this section shall be in addition to and shall not be part of the member's annual basic salary.

Members of such unit as defined herein who were in a Commissioned Officer title and have been on the payroll of the division of state police during the period from April 1, 2003 through March 31, 2005, but not for the entire period, shall receive a non-recurring lump sum payment for service rendered to be calculated by multiplying the number of full pay periods worked during the above-cited period by \$244 dollars. For partial pay periods worked during the above-cited period, the lump sum compensation shall be calculated on a pro rata basis with \$244 being the base for a full pay period worked. Such payments as provided in this section shall be in addition to and shall not be part of the member's annual basic salary.

A member of this unit including those retiring, promoted or resigning within the April 1, 2003 to March 31, 2005 period shall receive a pro- rata share of a lump sum payment reflective of the service they actually rendered during the period. No payment shall be due for any member terminated during that period.

Each Commissioned and Non-Commissioned Officer shall receive an adjustment to overtime worked as follows:

- a. 3% for the period April 1, 2003 to March 31, 2004.
- b. 6.09% for the period April 1, 2004 to March 31, 2005.
- c. The adjustment shall be paid as soon as practicable after ratification.

The State shall introduce legislation seeking that the amounts provided in paragraph 2 shall be considered in their entirety and not suffer any limitation as set out in section 443 and 431 for retirement calculation purposes.

The payment as described shall cover the period of April 1, 2003, to March 31, 2005. No other monies shall be due for that period except as listed herein.

3. There shall be a new salary schedule effective 4/1/05 that shall reflect a 3% raise effective on 4/1/03, 4/1/04 and 4/1/05 and rounded to the nearest whole dollar. The 4/1/05 salary schedule shall contain an adjustment to the schedule for those Non-Commissioned Officers and Commissioned Officers in Orange, Putnam, Dutchess, Rockland, Westchester, Nassau and Suffolk Counties and the City of New York to correct an inequity in the last arbitration award as agreed to by the parties and attached hereto as Attachment C.
4. Effective 4/1/06, the 4/1/05 salary schedule, as represented in Attachment C, shall be increased by 3% and rounded to the nearest whole dollar.
5. Effective 4/1/05, all members of this unit shall be paid expanded duty pay in the amount of \$2575 annually. Effective 4/1/06 such payment shall be increased to \$2652. Such payment shall be annualized and paid in the member's regular bi-weekly paycheck.

Expanded duty pay shall be counted for both overtime and retirement purposes.

6. Effective 4/1/05, all members of this unit shall receive command pay in the amount of \$273. Effective 4/1/06, this amount shall be increased to \$281. Such payment shall continue to be annualized and paid in the member's regular bi-weekly paycheck. Command pay shall be counted for both overtime and retirement purposes.
7. Effective 4/1/05, all members of this unit eligible to receive location pay (regular) shall be paid location pay (regular) in the amount of \$1311. Effective 4/1/06 that amount shall be increased to \$1359. Such payment shall continue to be annualized and paid in the member's regular bi-weekly paycheck. Location pay shall be counted for both overtime and retirement purposes.

8. Effective 4/1/05, all members of this unit eligible to receive location pay (supplemental) shall be paid location pay (supplemental) in the following amounts:

Orange, Putnam and Dutchess	\$1093
NYC, Rockland and Westchester	\$1639
Nassau and Suffolk	\$1912

Effective 4/1/06, all members of this unit eligible to receive location pay (supplemental) shall be paid location pay (supplemental) in the following amounts:

Orange, Putnam and Dutchess	\$1126
NYC, Rockland and Westchester	\$1688
Nassau and Suffolk	\$1970

Location pay shall be counted for both overtime and retirement purposes.

9. Effective 4/1/06, the longevity schedule for all members of this unit shall be as follows:

6 to 10 years of service	=	\$400 per year
11 to 15 years of service	=	\$450 per year
16 years to 25 years of service	=	\$500 per year

The longevity amount is capped at the 25 years of service level for those with 26 years of service and above. There shall be no change to the in-rank longevity paid after being appointed to Lieutenant or Technical Lieutenant. Longevity shall be annualized and paid in the member's regular bi-weekly paycheck. Longevity shall continue to be counted for both overtime and retirement purposes.

10. There shall be Out-of-Title work provisions in an appendix to the collective bargaining agreement that shall be the sole process governing out-of-title work grievances. A copy of the appendix is attached hereto as Attachment A.
11. Members of this unit shall be entitled to the difference in compensation already earned and paid and compensation due as if this MOA had been in effect on April 1, 2005.

12. Article 12.13 of the collective bargaining agreement shall be replaced with the following new Article 12.13:

No member who is eligible to earn overtime shall have his/her duty tour rescheduled for the purpose of avoiding the payment of overtime unless the member has been notified of such change 48 hours in advance of the time when the rescheduled duty tour is to begin. This provision shall not prevent the Division from reverting to an original schedule upon cessation of the operational need for which schedule changes have been made. However, in no case shall a member's duty tour be rescheduled for the purpose of avoiding the payment of overtime for the appearance by the member in court.

13. The health insurance plan shall be changed as found in Attachment B. The changes to health insurance plan that are on a date to be determined shall be implemented as soon as practicable after 60 days from the ratification of the agreement. The employee benefit fund shall be paid at \$49 for Fiscal Year 03-04, \$49 for Fiscal Year 04-05, \$49 for Fiscal Year 05-06, and \$49 for Fiscal Year 06-07. The number of employees shall be determined as the number of unit members on the payroll on the March 1 prior to each Fiscal Year (example, for FY 03- 04 the number of unit members shall be those on the payroll on March 1, 2003).
14. The State shall seek an appropriation to continue the Article 27 Professional Development Fund (Fiscal Year 2003-2004 - \$92,400; Fiscal Year 2004-2005 - \$92,400; Fiscal Year 2005-2006 - \$92,400; Fiscal Year 2006-2007 - \$92,400) from which tuition reimbursement, the Masters Program and EAP shall be funded.
15. Effective, April 1, 2003, the Extraordinary Overtime Fund shall be eliminated.
16. The State shall continue the Non-Commissioned Officer Leave Exchange Program, as referenced in Appendix H appended to the contract, at the two (2) day rate in Fiscal Year 2005-2006 and the three (3) day rate in Fiscal Year 2006-2007.
17. The Division shall supply eyeglass inserts for respirator masks to members of this unit who require them out of funds already appropriated for that purpose.
18. If an effective date is omitted from this MOA, the effective date of that provision will be the date of ratification.

19. All other terms and conditions of employment in the expired collective bargaining agreement and existing interest arbitration awards shall continue unless they have sunset or otherwise ended or they have been replaced by this agreement or other interest arbitration award(s). This shall not be construed as an agreement to make any portion of any interest arbitration award subject to the provisions of Article 15 of the contract absent the express consent of both parties.
20. This MOA will be recommended to the Negotiating Committee by the President and Michael Axelrod. The Negotiation Committee must approve it before it is sent to the membership. This agreement is subject to ratification by the membership. As this agreement is subject to contingent funding for portions of both the Troopers Unit and Non- Commissioned and Commissioned Officer Unit, this Agreement is contingent upon the submission of both the Troopers Unit and the Non- Commissioned and Commissioned Officer unit MOAs being submitted to the members for ratification and the ratification by both units of their respective MOA. This Agreement shall not be payable until legislation implementing its provisions has been passed by the Senate and Assembly and signed into law by the Governor. Upon ratification in accord with this paragraph, the State will submit legislation to implement the provisions of this MOA.

/s/ Daniel M. De Federicis /s/ Michael Volforte
For the PBA For the State of New York

May 19, 2005

Attachment A

OUT-OF-TITLE

- A.
 1. In the event of an existing vacancy, the Field Commander may designate a member to serve in an "Acting" capacity. A member so designated shall be entitled to the difference in pay between the salary of the "Acting" rank and their current rank from the first day of the "Acting" assignment.
 2. The assignment of a member to the duties of another member who is absent due to leave of fifteen (15) working days or less shall not be considered out-of-title work under any circumstances. In no event shall this provision serve as an admission that any other assignments constitute out-of-title work.
- B. Grievances alleging out-of-title work in violation of these provisions shall be non-contract, shall be filed directly at Step 3 of the non-contract grievance procedure

and shall be processed in accord with the non-contract grievance procedure set forth in Article 15 of the collective bargaining agreement.

- C. In the event that the Division or GOER determines that the member is performing out-of-title work:
1. For purposes of these provisions, out-of-title compensation shall be the difference between the affected member's regular salary at the time he/she performed such work and what he/she would have earned in the higher rank title.
 2. A member receiving out-of-title compensation pursuant to these provisions shall be subject to the overtime rules of the higher position for the period during which he/she is receiving such out-of-title compensation.
 3. With the exception of any grievances pending on the effective date of this provision, there shall be no monies due for any claim of out-of-title work and/or for the assumption, or claimed assumption, of out-of-title duties by any member of this unit prior to the implementation of these provisions. All grievances thereafter filed shall be subject to the time limit on the amount of back pay due in paragraph 4 below.
 4. In no event shall such monetary award be retroactive to a date earlier than fifteen (15) calendar days prior to the date the grievance was initially filed at Step 3.

Attachment B

**PBA SUPERVISORS
ARTICLE 11 — HEALTH INSURANCE
FEBRUARY 28, 2005**

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 be increased 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, 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 or a \$75 copayment whichever is greater. The non-network outpatient coinsurance 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; and
 - Inpatient/outpatient treatment in geographic areas where access to a network hospital exceeds 30 miles does not exist.
 - Care received outside of the US.
 - 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.
4. 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.

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 be increased to \$18.
6. Effective on a date to be determined, 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 be expanded to include Cancer Resource Services. The Cancer Resource Program will provide:
 - o Direct telephonic nurse consultations;
 - o Information and assistance in locating appropriate care centers;
 - o Connection with cancer experts at Cancer Resource Services network facilities;
 - o 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 a network wrap discount option.
 - Empire Plan enrollees will have access to an expanded network of providers through an additional provider network;
 - Basic Medical provisions will apply to the providers in the expanded network option (deductible and 20% coinsurance);
 - Payment will be made by the Plan directly to the discount providers, no balance billing of discounted rate will be permitted;
 - This program is offered as a pilot program and will terminate on December 31, 2006, unless extended by agreement of both parties;
- 11. Effective on a date to be determined, the infertility lifetime maximum benefit will increase to \$50,000 per covered individual.
- 12. Effective on a date to be determined, the hearing aid allowance will be \$1,200 per hearing aid per ear. Effective January 1, 2006 the hearing aid allowance will be \$1,500 per hearing aid per ear.
- 13. Effective on a date to be determined, mastectomy prosthetics will be a paid-in-full benefit.
- 14. Effective on a date to be determined, the 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 PBA Supervisors Joint Committee on Health Benefits will develop and implement two additional disease management programs.
- 16. The PBA Supervisors 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 PBA Supervisors Joint Committee on Health Benefits initiatives and to carry out the administrative responsibilities of the Committee in the amount of \$3680 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.

Attachment C

**Commissioned/Non-Commissioned Officer Salary Schedule
Effective April 1, 2005**

Rank	Upstate	O/P/Du	NYC/R/W	Nass/Suf
Sergeant/ T. Sergeant	\$85,303	\$85,472	\$86,382	\$86,620
Station Commander	\$88,065	\$88,234	\$89,145	\$89,383
Zone Sergeant	\$89,471	\$89,641	\$90,550	\$90,789
First Sergeant/Staff Sgt.	\$94,084	\$94,253	\$95,162	\$95,402
Lieutenant/T Lieutenant	\$101,974	\$102,144	\$103,053	\$103,291
Lieutenant BCI	\$103,974	\$104,143	\$105,053	\$105,292
Captain	\$108,763	\$108,933	\$109,842	\$110,081
Captain BCI	\$110,793	\$110,962	\$111,871	\$112,111
Major	\$115,902	\$116,072	\$116,981	\$117,220