

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X  
In the Matter of the Interest Arbitration X  
between X  
STATE OF NEW YORK (GOVERNOR'S X Re: IA95-034;  
OFFICE OF EMPLOYEE RELATIONS) X M95-334  
"State" X  
-and- X  
POLICE BENEVOLENT ASSOCIATION OF X  
THE NEW YORK STATE TROOPERS, INC. X  
"Association" X  
-----X

EMPLOYMENT RELATIONS BOARD  
M E D

JUN 24 1997

CONCILIATION

**APPEARANCES**

**For the State**

WALTER J. PELLEGRINI, ESQ., GENERAL COUNSEL  
GOVERNOR'S OFFICE OF EMPLOYEE RELATIONS  
Richard W. McDowell, Esq., of Counsel

**For the Association**

HINMAN, STRAUB, PIGORS & MANNING, P.C.  
William F. Sheehan, Esq., of Counsel  
William P. Golderman, Esq., of Counsel

**BEFORE: PUBLIC ARBITRATION PANEL**

Martin F. Scheinman, Esq., Public Panel Member

Ronald Kurach, Public Employer Panel Member

James F. McCormack, Employee Organization Panel Member

## BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired on April 1, 1995. Sometime prior thereto, they entered into negotiations for a successor agreement. Those negotiations proved unsuccessful, whereupon the Association declared an impasse in negotiations and requested the appointment of a mediator. Mediation proved unsuccessful, whereupon on or about January 24, 1996, the Association filed a petition requesting compulsory arbitration. Pursuant to the rules and regulations of the State of New York Public Employment Relations Board, Martin F. Scheinman, Esq. was jointly appointed by the parties as the Public Member and the Chairman of the Panel appointed to hear and adjudicate this dispute. Ronald Kurach was designated as the Public Employer Panel Member and James F. McCormack was designated as the Employee Organization Panel Member.

Hearings were held before the Panel on October 2, 1996, October 21, 1996, October 31, 1996, December 10, 1996, February 7, 1997, February 12, 1997, March 6, 1997, March 13, 1997, March 31, 1997, April 1, 1997, April 8, 1997, April 9, 1997, April 23, 1997 and April 29, 1997. All hearings were transcribed. At those hearings, the parties were afforded full opportunity to present evidence and argument in support of their respective positions. They did so. Each side introduced extensive evidence concerning the relevant statutory criteria. This evidence included the testimony of financial experts, budgetary and financial information as well as charts, tables, reports, and data dealing with the

relevant statutory criteria.

At the conclusion of the hearings, the parties agreed that the Panel was authorized to issue an award covering a period in excess of the two (2) year period authorized by Civil Service Law Section 209(4)(c)(vi). They agreed as follows:

1. The maximum two-year period for the Panel's determination, as prescribed in Civil Service Law Section 209(4)(c)(vi), is hereby waived and the parties hereby consent to determination exceeding two years.

2. The parties waive any objection to the determination of the Panel based upon the period of the determination prescribed by the Panel.

The parties also were afforded the opportunity to present post-hearing briefs. They did so. Upon the Panel's receipt of same, the record was declared closed. The Panel then went into Executive Session.

The decision below represents the findings of the Panel. However, the language selected in this Opinion is the responsibility solely of the Chairman.

**POSITIONS OF THE PARTIES**

The Association initially proposed a three (3) year Award for the period April 2, 1995 through April 1, 1998. However, it acknowledges that the Panel is authorized to issue an Award for up to four (4) years.

The Association maintains that the Division of State Police is the ninth largest police department in the country, with approximately four thousand (4,000) members. It asserts that members of the State Police are assigned to every county in New York except for Brooklyn and Staten Island. The Association contends that the Division's priorities include traffic safety, narcotics enforcement and violent crime. It also contends that the State Police provide support services to federal agencies, localities and other governmental entities.

The Association maintains that the State Police are a highly productive police force. It asserts that State Troopers consistently make arrests in areas such as DWI and Vehicle and Traffic Enforcement in numbers in excess of their proportionate share (Association Exhibit Nos. 68, 69 and 70). The Association submits the following data in support of that assertion.

**1995 V & T Enforcement Comparison Statistics**

	<b><u>Division*</u></b>	<b><u>Other Agencies</u></b>	<b><u>Total**</u></b>	<b><u>SP%</u></b>
<b>DWI:</b>	14,516	46,278	60,794	23.9%
<b>SPEED:</b>	378,087	252,301	630,388	60.0%
<b>SAFETY RESTRAINT:</b>	54,842	131,277	186,119	29.5%

	<u>Division*</u>	<u>Other Agencies</u>	<u>Total**</u>	<u>SP%</u>
MANPOWER:	3,920	62,714	66,634***	5.9%

Sources:

- \* - Information Services, New York State Police
- \*\* - TSLED Files, NYS Dept. Of Motor Vehicles
- \*\*\* - Crime & Justice Statistics, NYS Division of Criminal Justice Services

(Association Exhibit No. 70)

The Association also contends that New York's highway fatality rate is below the national average. It submits the following statistics in support of that assertion.

**HIGHWAY FATALITY RATES**  
Deaths per 100 Million Vehicle Miles Traveled

<u>Year</u>	<u>NY State</u>	<u>National</u>
1995	1.45	1.7
1994	1.48	1.7
1993	1.58	1.8
1992	1.65	1.8
1991	1.85	1.9
1990	2.07	2.1
1989	2.13	2.25
1988	2.16	2.4
1987	2.33	2.4
1986	2.23	2.51
1985	2.2	2.47
1984	2.37	2.58
1983	2.48	2.57
1982	2.67	2.76
1981	3.17	3.17
1980	3.37	3.34
1979	3.05	3.34
1978	3.13	3.26
1977	3.16	3.26
1976	3.18	3.25
1975	3.37	3.35
1974	3.69	3.53
1973	4.27	4.12
1972	4.65	4.33
1971	4.9	4.46

(Association Exhibit No. 71) The Association further claims that RID-USA, an anti-DWI organization, gives New York an "A" rating in its effectiveness in combating DWI and that New York is one (1) of only three (3) states to receive such a high rating in three (3) consecutive years (Association Exhibit No. 72).

The Association also points out that the Division won the Governor's Excelsior Award in 1992 (Association Exhibit No. 63). It notes that the Governor's Excelsior Award, which was established by then Governor Cuomo in 1991, is an annual award given to private-sector companies, public-sector agencies and educational institutions that exemplify "excellence and quality" (Association Exhibit No. 62).

Thus, the Association insists that "[t]hroughout the history of the State Police, quality services, quality programs, quality training and quality employees have been the hallmark of the Division and the cornerstone of its excellence to New York State residents, visitors and criminal justice agencies" (Association Brief at pg. 3, citing Association Exhibit No. 62).

The Association has proposed a seven percent (7%) wage increase on April 1 of each year of the Award. It maintains that its wage increase proposal is the most reasonable taking into consideration all of the relevant statutory criteria set forth in Section 209(4) of New York's Civil Service Law. The Association asserts that its salary proposal, if awarded, would place its members in an economic position similar to police personnel in comparable jurisdictions.

With regard to the statutory criterion concerning comparability, the Association maintains that New York State Troopers are comparable to state troopers in the largest states with full-service state police departments as well as to state troopers in states contiguous to New York. In particular, the Association asserts that state troopers in Michigan, Illinois, New Jersey and Pennsylvania are particularly comparable to New York State Troopers because those states "are very much like New York in many ways, being geographically large, containing a mix of populous urban and suburban concentrations as well as extensive rural areas, and having an older industrial base" (Association Brief at pg. 15).

The Association also maintains that New York State Troopers are comparable to police officers in large city, town and county police departments in New York. It contends that comparisons to town police departments are particularly compelling because Troopers often patrol in towns which have their own police departments. The Association acknowledges that comparisons to city police departments are less relevant because State Troopers generally do not work in cities and urban police work differs in many respects from the job duties of a State Trooper. However, it insists that comparisons to the Nassau and Suffolk County Police Departments are appropriate. The Association asserts that the Nassau and Suffolk County Police Departments are full service police departments which are similar to the State Police in size, levels of training and range of experience. It further points out that State Troopers are assigned throughout Nassau and Suffolk

Counties.

The Association maintains that when comparing salaries, considerations such as training, minimum educational requirements, scope of responsibilities and specialized skills are all relevant factors. It insists that State Troopers have few equals when these factors are considered.

The Association maintains that State Troopers have experienced significant erosion in terms of compensation from 1990 to 1996 when compared to police personnel in these comparable jurisdictions. It submits the following data to support this assertion.

**Maximum Base Salary  
New York State Police Difference from Average (in percentage)**

	1990	1996
<b>Large New York Cities</b>	<b>11.1%</b>	<b>1.8%</b>
<b>Nassau and Suffolk Counties</b>	<b>(28.6%)</b>	<b>(34.6)</b>
<b>Large New York Towns</b>	<b>(1.8%)</b>	<b>(17.5%)</b>
<b>Contiguous State Police Agencies</b>	<b>0%</b>	<b>(16.0%)</b>
<b>Large Midwest/Atlantic States</b>	<b>(2.7%)</b>	<b>(17.1%)</b>

(Association Brief at pg. 19; Association Exhibit No. 28) The Association insists that this trend is inappropriate and can be reversed only by awarding the Association's wage proposal.

The Association also contends that the relevant comparisons show a similar disparity when average earnings over a career are considered. It submits the following data to demonstrate this inequity.

**Salary and Longevity Over 20 Years of Service  
NYSP Variance from Mean**

<b>Large New York State Cities</b>	<b>(6.5%)</b>
<b>New York City</b>	<b>(2.9%)</b>
<b>City of Yonkers</b>	<b>(12.3%)</b>
<b>Nassau and Suffolk Counties</b>	<b>(27.8%)</b>
<b>Contiguous States</b>	<b>(12.4%)</b>
<b>Large Midwest/Atlantic States</b>	<b>(17.8%)</b>

(Association Brief at pgs. 19-20; Association Exhibit No. 28)

The Association maintains New York State Trooper salaries lag behind the average salaries of state troopers in the five most populous states with full-service state police agencies, i.e., New York, Michigan, Illinois, New Jersey and Pennsylvania. It submits the following data in support of that assertion.

**State Police in New York and Large Midwest/Atlantic States**

	<b>New York</b>	<b>Midwest/Atlantic States (Avg)</b>	<b>N.Y. Difference from Avg (%)</b>
<b>Starting Salary</b>	<b>\$24,308</b>	<b>\$32,098</b>	<b>(32%)</b>
<b>Average Salary - 1st 10 years of service</b>	<b>\$31,430</b>	<b>\$40,876</b>	<b>(30.1%)</b>
<b>Maximum salary (w/o longevity)</b>	<b>\$39,891</b>	<b>\$46,710</b>	<b>(17.1%)</b>
<b>Average comp./hour over 20 years of service</b>	<b>\$21.32</b>	<b>\$27.00</b>	<b>(21.0%)</b>
<b>Salary and longevity over 20 years of service</b>	<b>\$37,082</b>	<b>\$45,139</b>	<b>(17.8%)</b>

(Association Brief at pg. 20; Association Exhibit No. 28).

The Association contends that a comparison between New York State Troopers and troopers in contiguous states, i.e., Vermont, Massachusetts, Connecticut, New Jersey and Pennsylvania, produces a similar disparity. It submits the following data to establish this point.

**State Police in New York and Contiguous States**

	<b>New York</b>	<b>Contiguous States (Avg)</b>	<b>NYSP Difference from Avg (%)</b>
<b>Starting Salary</b>	<b>\$24,308</b>	<b>\$33,164</b>	<b>(36.4%)</b>
<b>Average Salary - 1st 10 years of service</b>	<b>\$31,430</b>	<b>\$40,520</b>	<b>(28.9%)</b>
<b>Maximum Salary (w/o longevity)</b>	<b>\$39,891</b>	<b>\$46,264</b>	<b>(16.0%)</b>
<b>Average comp./ hour over 20 years of service</b>	<b>\$21.32</b>	<b>\$21.58</b>	<b>(13.3%)</b>
<b>Salary and longevity over 20 years of service</b>	<b>\$37,082</b>	<b>\$42,341</b>	<b>(12.4%)</b>

(Association Brief at pg. 21; Association Exhibit No. 28).

The Association maintains that in 1990, the maximum base salary for New York State Troopers exceeded the average maximum base salary in these contiguous states and was one thousand dollars (\$1000) less than the average maximum base salary in the large Midwest/Atlantic states referred to above. However, it contends that by 1996, the position of New York State Troopers had dramatically deteriorated. The Association submits the following

data in support of those assertions.

**State Police Departments Maximum Base Salary Without Longevity**

	1990	1996	Increase (%)
<b>N.Y. State Police</b>	<b>\$36,443</b>	<b>\$39,891</b>	<b>9.5%</b>
<b>Contiguous States (Avg)</b>	<b>\$36,431</b>	<b>\$46,264</b>	<b>27.0%</b>
<b>Lg Midwest/Atlantic States (Avg)</b>	<b>\$37,443</b>	<b>\$46,710</b>	<b>24.8</b>

(Association Brief at pg. 21; Association Exhibit No. 28).

The Association claims that a comparison between New York State Troopers and police officers in large New York State cities, i.e., Buffalo, Rochester, Syracuse and Albany, shows a similar erosion of economic standing. The Association asserts that in 1990 the maximum base salary of State Troopers was 11.1% higher than the average maximum base salary of police officers in these large New York State cities, but that by 1996 the maximum base salary of State Troopers was only 1.8% higher than the average maximum base salary of police officers in these large New York State cities (Association Exhibit No. 28).

The Association also contends that the salaries paid to State Troopers are grossly disproportionate to the salaries paid to officers in the Nassau and Suffolk County Police Departments. It submits the following data in support of that assertion.

**State Police and Police in Nassau and Suffolk Counties**

	<b>Nassau &amp; Suffolk Counties (Avg)</b>	<b>New York State Police</b>	<b>Difference of States Police from Avg(%)</b>
<b>Maximum base salary without longevity</b>	<b>\$61,169</b>	<b>\$45,459</b>	<b>(34.6%)</b>
<b>Salary and longevity over 20 years of service</b>	<b>\$59,041</b>	<b>\$42,650</b>	<b>(27.8%)</b>
<b>Compensation per hour worked over 20 years of service</b>	<b>\$40.93</b>	<b>\$24.43</b>	<b>(40.3%)</b>

(Association Brief at pg. 22; Association Exhibit No. 28). The Association further maintains that the salaries paid to State Troopers are significantly less than the salaries paid to New York City Police Officers. It submits the following data to prove this claim.

**State Police and New York City Police**

	<b>New York City</b>	<b>State Police</b>	<b>Difference of State Police from New York City (%)</b>
<b>Salary and Longevity over 20 yrs. service</b>	<b>\$42,695</b>	<b>\$41,500</b>	<b>(2.9%)</b>
<b>Compensation per hour worked over 20 yrs. of service</b>	<b>\$25.92</b>	<b>\$23.79</b>	<b>(9.0%)</b>

(Association Brief at pg. 23; Association Exhibit No. 28).

Finally, the Association asserts that the salaries paid to State Troopers have deteriorated significantly when compared to the average salaries paid to police officers in all towns within New

York which have a population of twenty five thousand (25,000) or more and staff a full-service police department. It maintains that between 1990 to 1996 State Police salaries fell from 1.8% below the towns' average maximum base salary to 17.5% below by 1996, and then deteriorated further to 25% behind the towns' average maximum base salary in 1997.

The Association rejects any suggestion by the State that the most relevant base salary comparisons for State Troopers are to upstate deputy sheriffs. It maintains that State Police training requirements are dramatically higher than the training requirements for deputy sheriffs. The Association further contends that the State Police have stricter educational requirements than sheriffs' departments. It also asserts that the range of assignments experienced by State Police is far greater than the assignments carried out by deputy sheriffs. Thus, the Association insists that any salary comparisons between State Troopers and upstate deputy sheriffs is "flawed".

In summary, the Association contends that when all of the appropriate comparisons are made, its wage proposal is clearly the most reasonable and ought to be awarded.

The Association also maintains that its wage proposal is the most reasonable with respect to the statutory criteria concerning the interest and welfare of the public and the financial ability of the State to pay for the parties' proposals. It contends that its expert on labor costs and state finances, Edward J. Fennell, submitted a report which persuasively demonstrated that the State

has the financial ability to pay for the Association's wage proposal. The Association asserts that Fennell established that even if the Association's entire proposal were awarded, the increase in the State's General Fund Budget would be only 15/100 of 1% (Transcript at pg. 1082). It further asserts that Fennell established that a tax increase would not be necessary to fund the increases being sought by the Association (Transcript at pg. 1100). The Association also alleges that the State's expert, Lee Vaughn, the Assistant Chief Budget Examiner for the Division of Budget, admitted that the State ended the 1996-1997 fiscal year with a surplus of 1.4 billion dollars, that the State has generated a surplus in five (5) of the past six (6) years and that as a result of those surpluses, the State's cumulative surplus at the end of fiscal year 1996-1997 was nearly 5 billion dollars.

Accordingly, the Association insists that the State easily can afford the Association's wage and other economic proposals without unduly burdening either the State or its residents and taxpayers. Therefore, it argues that pursuant to this statutory criterion, the Association's wage and other economic proposals are clearly the more reasonable and ought to be awarded.

With regard to the statutory criterion concerning the peculiarities of the policing profession, i.e., its hazards and its unique physical, mental, educational and training qualifications, the Association maintains that the peculiarities of the policing profession are unique and cannot fruitfully be compared to the peculiarities of other professions. It maintains that the hazards

of police work are well known. The Association contends that one hundred and six (106) State Troopers have died in the line of duty since 1917. It also asserts that between three hundred (300) and five hundred (500) Troopers per year take leave due to on-duty injuries.

The Association rejects any suggestion by the State that Troopers should be part of a wage pattern involving non-uniformed State employees. It argues that State Troopers perform unique duties which are not performed by other State employees. The Association insists that it would be inappropriate for the Panel to decide the wage issue simply by adopting the percentage wage increases received by other unionized State employees.

With regard to the statutory criterion concerning the terms of the collective agreements negotiated between the parties in the past, the Association maintains that this criterion also supports the reasonableness of its wage proposal.

The Association points out that State Troopers hired after January 1, 1993 are on a different salary schedule than those hired prior to January 1, 1993. It notes that the top step, i.e., the maximum base salary without longevity, is the same on each schedule, but that it takes nine (9) years to reach the top step on the parties' post-January 1, 1993 Appendix B and only five (5) years to reach the top step on the parties' pre-January 1, 1993 Appendix A. Moreover, it notes that the steps within Appendix B are "backloaded" which further burdens new officers hired after January 1, 1993.

The Association maintains that a comparison with thirty six (36) comparable large New York towns and with large cities within the State demonstrates that none of these relevant police departments have more than five (5) steps on their salary structures (Association Exhibit 28; Transcript at pgs. 314-315).

The Association further maintains that the disparities between Appendices A and B of the parties' Agreement has created significant morale problems. It contends that Troopers in the Academy classes entering after January 1, 1993 were misled, or at best, not correctly informed about the number of years it would take them to reach the top step of the parties' salary structure. It insists that many of the post-January 1, 1993 Troopers have experienced significant financial hardships. Finally, the Association asserts that the nine (9) year salary progression in Appendix B has adversely affected the Division's retention rate among Troopers hired after January 1, 1993. The Association asserts that significant numbers of Troopers hired after January 1, 1993 have left State service.

For these reasons, the Association argues that the nine (9) year salary schedule must be eliminated and that all Troopers should be placed on the same five (5) step salary schedule, retroactive to April 1, 1995.

The Association has proposed that the starting salary for Troopers be increased. It maintains that the current starting salary of \$24,308 has not been increased since April 1, 1990. Despite this frozen starting salary, the Association contends that

during this time frame the minimum educational requirements to become a Trooper have increased to sixty (60) credit hours. It also asserts that the current starting salary is uncompetitive with comparable jurisdictions. The Association submits the following data in support of that assertion.

**Starting Salary - State Police Departments**

	<b>1990</b>	<b>Current</b>
<b>Contiguous States (Avg.)</b>	<b>\$25,826</b>	<b>\$33,164</b>
<b>Lg Midwest/Atlantic States (Avg.)</b>	<b>\$25,367</b>	<b>\$32,098</b>
<b>New York State</b>	<b>\$24,308</b>	<b>\$24,308</b>

**Starting Salary - Upstate City Police Departments**

<b>City of Rochester</b>	<b>\$33,283</b>
<b>City of Albany</b>	<b>\$31,581</b>
<b>City of Buffalo</b>	<b>\$31,027</b>
<b>City of Syracuse</b>	<b>\$24,697</b>
<b>New York State Police</b>	<b>\$24,308</b>

(Association Brief at pgs 6-7; Association Exhibit No. 28).

The now expired Agreement contains the following three (3) longevity steps: nine (9) years of service - \$1,617; fourteen (14) years of service - \$3,392; and twenty (20) years of service - \$3,896. The Association has argued that the now expired Agreement does not adequately compensate senior Troopers. To try and ameliorate this problem, for example, the Association has proposed that longevity payments be increased at all levels. It maintains that this proposal is amply supported by relevant evidence of

comparability. The Association submits the following data in support of that assertion.

**State Police Departments - Longevity at 15 and 25 Years**

	<b>Year 15</b>	<b>Year 25</b>	<b>Difference</b>
<b>Illinois</b>	\$48,336	\$58,872	\$10,536
<b>Vermont</b>	\$37,025	\$41,521	\$ 4,496
<b>Pennsylvania</b>	\$47,618	\$51,795	\$ 4,177
<b>New York</b>	\$43,283	\$43,787	\$ 504
<b>Michigan</b>	\$42,777	\$43,017	\$ 240
<b>Connecticut</b>	\$45,201	\$45,419	\$ 218
<b>New Jersey</b>	\$57,122	\$57,122	\$ 0
<b>Massachusetts</b>	\$41,071	\$41,071	\$ 0

**Police Departments in New York State - Longevity at 15 and 25 Years**

	<b>Year 15</b>	<b>Year 25</b>	<b>Difference</b>
<b>Nassau County</b>	\$1,500	\$4,900	\$3,400
<b>New York City</b>	\$3,000	\$5,000	\$2,000
<b>Suffolk County</b>	\$2,250	\$3,750	\$1,500
<b>City of Yonkers</b>	\$2,768	\$4,151	\$1,383
<b>City of Buffalo</b>	\$1,050	\$1,800	\$ 750
<b>City of Albany</b>	\$1,700	\$2,250	\$ 550
<b>N.Y. State Police</b>	\$3,392	\$3,896	\$ 504
<b>City of Syracuse</b>	\$ 200	\$ 600	\$ 400
<b>City of Rochester</b>	\$ 400	\$ 640	\$ 200

(Association Brief at pgs 9-10; Association Exhibit No. 28). Thus, it insists that the Association's longevity proposal is reasonable

and ought to be awarded.

Currently, the starting salary of \$24,308 for State Troopers hired on or after January 1, 1993 is effective for the first two (2) years of employment. The Association has proposed that the starting salary be increased after six (6) months and graduation from the Academy. It also has proposed that a further increase be paid at the conclusion of the first year of service and annually thereafter, until the top step of the salary structure is reached. The Association insists that its proposal more closely conforms to the practice in comparable police departments and will solve the problem of the "backloading" which exists in the current salary schedules. It submits the following data in support of that assertion.

**State Police Departments**

	<b>Starting Salary</b>	<b>Top Step (Maximum without Longevity)</b>	<b>Difference</b>
<b>New York</b>	<b>\$24,308</b>	<b>\$39,891</b>	<b>\$15,583</b>
<b>Lg./Midwest Atlantic States (Avg.)</b>	<b>\$32,098</b>	<b>\$46,391</b>	<b>\$14,293</b>
<b>Contiguous States (Avg.)</b>	<b>\$33,164</b>	<b>\$45,580</b>	<b>\$12,416</b>

**Police Departments in New York State  
Difference Between Starting Salary and Top Step**

	<b>Starting Salary</b>	<b>Top Step</b>	<b>Difference</b>
<b>Nassau County</b>	<b>\$35,117</b>	<b>\$59,522</b>	<b>\$24,405</b>
<b>Suffolk County</b>	<b>\$40,870</b>	<b>\$62,815</b>	<b>\$21,945</b>
<b>New York City</b>	<b>\$27,838</b>	<b>\$43,593</b>	<b>\$15,755</b>

	<b>Starting Salary</b>	<b>Top Step</b>	<b>Difference</b>
<b>N.Y. State Police</b>	\$24,308	\$39,891	\$15,583
<b>City of Yonkers</b>	\$33,000	\$46,125	\$13,125
<b>City of Syracuse</b>	\$20,697	\$37,579	\$12,882
<b>City of Buffalo</b>	\$31,027	\$41,950	\$10,923
<b>City of Rochester</b>	\$33,283	\$41,603	\$ 8,320
<b>City of Albany</b>	\$31,581	\$39,476	\$ 7,895

**State Police and Municipal Police Departments  
Salary Increase Over First Three Years of Service**

<b>Jurisdiction</b>	<b>Starting Salary</b>	<b>Salary at 3 Years</b>	<b>3-Year Increase</b>
<b>Suffolk County</b>	\$40,870	\$57,739	\$16,869
<b>Nassau County</b>	\$35,117	\$48,938	\$13,821
<b>Michigan</b>	\$27,290	\$38,482	\$11,192
<b>City of Syracuse</b>	\$24,697	\$35,070	\$10,373
<b>City of Yonkers</b>	\$33,000	\$43,339	\$10,339
<b>City of Rochester</b>	\$33,283	\$41,603	\$ 8,320
<b>City of Buffalo</b>	\$31,027	\$39,215	\$ 8,188
<b>New Jersey State Police</b>	\$30,584	\$43,403	\$ 7,819
<b>Massachusetts State Police</b>	\$31,224	\$38,168	\$ 6,944
<b>City of Albany</b>	\$31,581	\$37,500	\$ 5,919
<b>Pennsylvania State Police</b>	\$33,612	\$39,224	\$ 5,612
<b>Illinois State Police</b>	\$31,908	\$36,828	\$ 4,920
<b>New York City</b>	\$27,838	\$32,618	\$ 4,780
<b>Connecticut State Police</b>	\$32,234	\$35,866	\$ 3,632

<b>Jurisdiction</b>	<b>Starting Salary</b>	<b>Salary at 3 Years</b>	<b>3-Year Increase</b>
<b>New York State Police</b>	<b>\$24,308</b>	<b>\$27,672</b>	<b>\$ 3,364</b>
<b>Vermont State Police</b>	<b>\$27,281</b>	<b>\$30,492</b>	<b>\$ 3,211</b>

(Association Brief at pgs 11-12; Association Exhibit No. 28). Thus, the Association argues that its wage progression proposal is reasonable and ought to be awarded.

Currently, State Troopers do not receive a stipend for maintenance or inconvenience. The Association has proposed that State Troopers receive an four thousand seven hundred and fifty dollar (\$4,750) annual stipend to be paid in the same manner as basic salary in order to compensate Troopers for the inconveniences relating to their work, including rotating shifts, relocation, involuntary transfers and out-of-area details and assignments. It also has proposed that the stipend be included in the calculation of overtime and that it be increased by the same percentage increases applied to basic salary.

The Association maintains that many of the most inconvenient aspects of the professional life of State Troopers are unique to Troopers and are not experienced by other police officers in New York. It contends that the State Police Academy in Albany is the only police academy where recruits stay overnight. The Association asserts that unlike other police recruits in New York, Academy recruits are separated from their families during their six (6) month training period and are able to commute to their residences, at their own expense, only on weekends.

The Association contends that most graduates of the State Police Academy do not receive the initial Troop assignments they request. It maintains that Troopers must often leave their families during their initial assignment and return home, at their own expense, only on their days off. The Association asserts that this entails a large expense for recent graduates of the State Police Academy. It further asserts that the State does not subsidize the housing of Troopers who must work away from home, as it does for correction officers.

The Association maintains that certain statewide emergencies require hundreds of Troopers from across the State to assemble at a specific location on short notice. It contends that Troopers are given assignments hundreds of miles away without the opportunity to go home first or bring a change of clothes. The Association asserts that these assignments can require Troopers to stay away from home for a week or more. It alleges that large and small planned events also require Troopers to work away from their home areas. Thus, the Association argues that the quality life of State Troopers is adversely affected by these types of assignments which require Troopers to spend time away from their homes and families.

The Association further maintains that other police officers within the State do not experience these types of assignments. They are not routinely redeployed miles from their usual assignment nor are they required to move across the state without prior notice. It contends that Troopers in other jurisdictions, such as New Jersey and Nebraska receive additional compensation for these

types of assignments (State Exhibit No. 42). The Association asserts that even those Troopers who are not assigned outside of their home areas are adversely affected by these types of assignments since they result in local Troopers being short handed. It alleges that this increases the work load and stress upon the Troopers who remain in their home areas.

The Association insists that its maintenance/inconvenience stipend proposal, if awarded, will compensate Troopers fairly for these inconveniences while retaining the State's ability to assemble large numbers of State Troopers on short notice. Therefore, it argues that the Association's maintenance/inconvenience stipend proposal is reasonable and should be awarded.

Currently, State Troopers do not receive any additional compensation for specialty assignments. The Association has proposed that Troopers receive a twenty five dollar (\$25) per day stipend when actually performing the following duties: Firearms Instruction, Mobile Response Team, Field Training Officers, and Hazardous Devices Unit. The Association also has proposed that Troopers who are members of the Division's Scuba Unit be paid an twenty six hundred dollar (\$2,600) annual stipend.

The Association contends that Field Training Officers perform a critical function for the State Police by supervising, training and evaluating new recruits. It maintains that Field Training Officers must comply with extensive paperwork requirements during these training periods (Association Exhibit Nos. 36 and 37). The

Association asserts that the State has a rigorous program to identify and train Field Training Officers. It further asserts that the State describes the duties of Field Training Officers as including supervision, teaching, evaluating, researching and staff/administration activity (Association Exhibit No. 14).

The Association points out that Field Training Officers currently receive no additional compensation for their additional responsibilities. It maintains that supervisory work should result in supervisory pay. The Association further contends that Field Training Officers perform out of title work which merits additional compensation (Association Exhibit No. 64). Thus, it insists that Troopers should be awarded a daily stipend when acting as Field Training Officers.

The Association contends that the Division's Mobile Response Team consists of twenty five (25) members from around the State, including twenty (20) Troopers, who act as a "Swat Team" (Association Exhibit No. 50). It maintains that Mobile Response Team members must pass a selection process, attend a Mobile Response Team school for ten (10) weeks and thereafter receive a week of in-service training every three (3) months as well as periodic outside training (Association Exhibit No. 50). The Association asserts that Mobile Response Team members participate in narcotics raids, searches for escapees and lost or missing persons, hostage or barricade situations, the execution of high risk arrests and search warrants and civil disobedience control. Thus, it argues that Troopers should be awarded a daily stipend

when acting as Mobile Response Team members.

The Association contends that the Hazardous Devices Unit is a seven (7) member bomb squad which assists the State Police as well as other police agencies in removing and disposing of explosive devices (Association Exhibit No. 54). It maintains that members of the Hazardous Devices Unit must complete the FBI's program at its Hazardous Devices school in Huntsville, Alabama (Association Exhibit No. 51). The Association asserts that members of the Hazardous Devices Unit disposed of more than five hundred and sixty one (561) devices from 1990 to 1995 (Association Exhibit No. 51). It insists that this type of work is obviously dangerous. Thus, the Association argues that Troopers should be awarded a daily stipend when acting as Hazardous Devices Unit members.

The Association maintains that there are approximately one hundred (100) State Troopers designated as Firearms Instructors (Association Exhibit 49). It contends that Firearms Instructors perform supervisory responsibilities without receiving additional compensation (Association Exhibit 49). Thus, the Association argues that Troopers should be awarded a daily stipend when acting as Firearms Instructors.

The Association contends that the Division maintains a highly trained team of fifty six (56) scuba divers who participate in the recovery of drowning victims and evidence of crimes. It asserts that the Scuba Unit performs services for state, federal and local agencies as well as the State Police. The Association claims that the Scuba Unit was one of the few diving teams certified to dive at

the depths necessary to recover victims of and evidence relating to the TWA plane crash off of Long Island. It alleges that the dangers of that assignment included the presence of sharks and whales as well as the build-up of nitrogen which limited dives to twenty (20) minutes. The Association points out that scuba divers cannot procure whole life insurance at the same rates as other Troopers due to the increased risk of death they face as part of their job (Transcript at pg. 1363). It insists that this type of work is obviously dangerous. Thus, the Association argues that members of the Scuba Unit should be awarded an annual stipend.

In summary, the Association maintains that members of these specialized squads possess skills beyond those required of regular Troopers. It also contends that certain members of these specialized squads face additional risks and/or perform supervisory type duties. The Association insists that stipends are needed to compensate members of these specialized squads for their special contributions and the additional risks to which they are exposed. Therefore, it argues that the Association's specialty pay proposals are reasonable and ought to be awarded.

Currently, Troopers who meet the following criteria receive a an annual bonus payment of two hundred dollars (\$200): i) fifteen (15) years or more of service, ii) an "Excellent" overall performance rating, and iii) satisfaction of the Division's height and weight standard in their last physical examination (Joint Exhibit No. 1 at pgs. 22-23). The Association has proposed that this annual performance bonus be increased from two hundred dollars

(\$200) to five hundred dollars (\$500) and that the height and weight standard be eliminated.

The Association points out that the performance bonus has not been increased since it was introduced in 1985. Thus, it maintains that an increase is now warranted. The Association also notes that even the Division concedes that the existing height and weight standards do not necessarily represent good physical fitness or performance (Transcript at pg. 2449). Thus, it insists that the existing height and weight standards should play no role in determining which Troopers should receive a performance bonus. Therefore, the Association argues that its performance bonus proposal is reasonable and ought to be awarded.

Currently, Troopers assigned to New York City, Nassau, Rockland, Suffolk and Westchester Counties receive seven hundred and sixty eight dollars (\$768) per year as location compensation (Joint Exhibit No. 1 at pgs. 23-24). The Association has proposed that location compensation be increased from seven hundred and sixty eight dollars (\$768) per year to one thousand dollars (\$1000) per year. It also has proposed that location compensation be expanded to Troopers assigned to the following counties: Monroe, Erie, Onondaga, Albany, Putnam, Orange and Dutchess.

The Association maintains that these additional seven (7) counties have experienced significant increases in the cost of living over the past ten (10) years. It also contends that prior increases in location compensation have not kept pace with increases in the Consumer Price Index (Association Exhibit No. 28).

Thus, the Association argues that its location compensation proposal is reasonable and ought to be awarded.

Currently, State Troopers receive no additional compensation for actually working on a holiday. The Association has proposed that Troopers be paid three hundred and thirty five dollars (\$335) for each holiday actually worked.

The Association maintains that since police work requires Troopers to work on holidays, they do not enjoy the same quality time with their families on holidays as other workers do. It acknowledges that effective June 13, 1985, 52.4 hours of work at straight time was incorporated into the basic annual salary as compensation for holiday work. However, the Association contends that given the subsequent erosion in the purchasing power of this base salary, the 1985 payment no longer adequately compensates Troopers for holiday work. It also points out that a Trooper who actually works on a particular holiday receives no more compensation than a Trooper who is home with his or her family during the holiday. The Association further contends that New York State Troopers who work on holidays receive substantially less of a benefit than the benefit paid to Troopers who work on holidays in other states and less than the benefit paid to other New York State city and county police personnel (Association Exhibits Nos. 28 and 29) It submits the following data in support of that assertion.

Comparison of Holiday Benefits for Troopers and Police Officers.  
 New York State Troopers and Police Officers of New York City,  
 Nassau and Suffolk Counties, and Large NY Cities including Yonkers.

	Number of Holidays	Value of Holiday Benefit in Hours if	
		All Worked	None Worked
Nassau County	12.5	150.0	100.0
Suffolk County	12.5	150.0	100.0
New York City	11.0	88.0	88.0
Albany	11.0	88.0	88.0
Buffalo	12.0	48.0	48.0
Rochester	13.0	104.0	104.0
Syracuse	13.0	104.0	104.0
Yonkers	12.0	96.0	96.0
Median	12.3	100.0	98.0
New York Troopers	12.0	96.0	96.0
Difference of New York State Troopers from Median			
in hours	(0.3)	(4.0)	(2.0)
in percent	-2.1%	-4.2%	-2.1%

	Payment Method [1]	
	If Worked	If Not Worked
Nassau County	Pay	Pay & Time off For MLK
Suffolk County	Pay	Pay
New York City	Pay or Time Off	Pay or Time Off
Albany	Pay	Pay

<b>Buffalo</b>	<b>Included in Base Pay</b>	<b>Included in Base Pay</b>
<b>Rochester</b>	<b>Pay</b>	<b>Pay</b>
<b>Syracuse</b>	<b>Pay</b>	<b>Pay</b>
<b>Yonkers</b>	<b>Pay</b>	<b>Pay</b>

**New York Troopers                      Time Off              Time Off**

[1] "Pay" is monetary payment equal to the hourly rate times the number of hours shown. "Time Off" is compensatory time off with pay.

Note: except for New York City and Albany, the jurisdictions generally work fewer annual hours than the New York State Troopers, therefore, even if the annual salary were the same for all jurisdictions, the hourly rate would be higher in most of them than for the New York State Troopers (12% in Nassau and Suffolk, 11% in Yonkers, and 7% in the rest) which means that even if the hourly value of holiday benefits were the same, the monetary values would be higher in the other jurisdictions, on average.

**Sources: Collective Bargaining Agreements.**

(Association Exhibit No. 29) Thus, the Association argues that its holiday compensation proposal is reasonable and ought to be awarded.

Currently, Troopers in charge of a shift receive no additional compensation. The Association has proposed that Troopers in charge of a shift receive a one hundred dollar (\$100) per day stipend. It maintains that Troopers in charge of a shift assume additional administrative and supervisory-type responsibilities which warrant additional compensation. Therefore, the Association argues that its in charge of a shift proposal is reasonable and ought to be awarded.

Currently, Troopers in charge of a satellite station receive

no additional compensation. The Association has proposed that Troopers in charge of a satellite station receive an annual stipend of fifteen hundred dollars (\$1500). It maintains that Troopers in charge of a satellite station also assume administrative and supervisory-type responsibilities which warrant additional compensation. Therefore, the Association argues that its in charge of a satellite station proposal is reasonable and ought to be awarded.

Currently, Troopers receive a three dollar and fifty cent (\$3.50) meal allowance in accordance with the Rules and Regulations of the Comptroller (2 NYCRR 6.14) (Joint Exhibit No. 1 at pg. 51). The Association has proposed that the B-line meal allowance be increased to five dollars and fifty cents (\$5.50) and that the A and C-line meal allowance be increased to seven dollars and fifty cents (\$7.50). It also has proposed that the number of consecutive hours worked in order to be eligible for a meal allowance be reduced from eleven (11) hours to six (6) hours when working on a pass day.

The Association maintains that the current meal allowance has remained unchanged for many years (Association Exhibit No. 34). It contends that the current meal allowance is inadequate. Thus, the Association argues that its meal allowance proposal is reasonable and ought to be awarded.

Currently, Troopers receive additional compensation of \$7.82 for working the A-line (11:00 p.m. to 7:00 a.m.), \$7.82 for working the A-9-line (9:00 p.m. to 5:00 a.m.), and \$4.56 for working the C-

line (3:00 p.m. to 11:00 p.m.) (Joint Exhibit No. 1 at pg. 55). The Association has proposed that compensation for working the A-lines be increased to fifteen dollars (\$15.00) and that compensation for working the C-line be increased to ten dollars (\$10.00) per occurrence.

The Association maintains that shift compensation has increased only modestly since it was introduced in 1981. It further contends that shift compensation has not increased at all since 1990. The Association also asserts that shift compensation for New York State Troopers lags behind the shift compensation paid to police personnel in comparable jurisdictions (Association Exhibit Nos. 28 and 30). Thus, it insists that the Association's shift compensation proposal is reasonable and ought to be awarded.

Currently, Troopers who work a short swing, i.e., from "B" (7:00 a.m. to 3:00 p.m.) to "A" (11:00 p.m. to 7:00 a.m.), or from "C" (3:00 p.m. to 11:00 p.m.) to "B", on consecutive days, receive a payment of twenty dollars (\$20) per occurrence (Joint Exhibit No. 1 at pgs. 55-56). The Association has proposed that the short swing payment be increased to twenty five dollars (\$25) in the first year of the Agreement, to thirty dollars (\$30) in the second year of the Agreement, and to thirty five dollars (\$35) in the third year of the Agreement.

The Association maintains that short swing compensation has not been increased since 1990. It points out that Troopers who work a short swing have only eight (8) hours between shifts on consecutive days. The Association asserts that short swings cause

fatigue and limit a Trooper's ability to spend time with his or her family. Therefore, it insists that the Association's modest short swing compensation proposal is reasonable and ought to be awarded.

Currently, Troopers are permitted to sell-back up to thirty (30) days of accrued vacation upon retirement. The Association has proposed that Troopers be permitted to sell-back up to five (5) days of vacation and five (5) days of personal leave annually at per diem rates of pay.

The Association maintains that Troopers are often unable to take personal leave when they need it. It also contends that Troopers are sometimes not able to take all of their vacation days and may only accumulate forty (40) of them. The Association asserts that its sell-back proposal would partially address this problem. It further asserts that other State employees are permitted to sell-back certain paid benefit days (Association Exhibit No. 81). Therefore, the Association argues that its sell-back proposal is reasonable and ought to be awarded.

Currently, Troopers receive a lump sum payment in June of each year based upon their use of paid sick days during the previous fiscal year. Troopers who use less than five (5) sick days are paid two hundred and fifty dollars (\$250) and Troopers who use from five (5) to eight (8) sick days are paid one hundred and twenty five dollars (\$125) (Joint Exhibit No. 1 at pgs. 62-63). The Association has proposed that these productivity gain payments be increased to fifteen hundred dollars (\$1500) for Troopers who use less than five (5) sick days per year and to seven hundred and

fifty dollars (\$750) for Troopers who use from five (5) to eight (8) sick days per year.

The Association maintains that this productivity gain program reduces the State's overtime expenses by giving Troopers an incentive not to use their paid sick leave. It also contends that these productivity gain payments have not been increased since they were introduced in 1982. Thus, it argues that the value of the payments has declined over the years, thereby reducing their value as an incentive for Troopers not to use their paid sick leave. Therefore, the Association insists that its productivity gain proposal is reasonable, is in the State's interest, and ought to be awarded.

The Association has proposed that the current clothing allowance paid to Troopers be increased from one hundred dollars (\$100) to two hundred and fifty dollars (\$250) per year. It maintains that the clothing allowance has not been increased since 1988. The Association insists that due to the increase in the cost of living during this period, an increase in the annual clothing allowance is warranted. Thus, it argues that the Association's clothing allowance proposal is reasonable and ought to be awarded.

The Association also has proposed that the current clothing allowance paid to Troopers who wear plainclothes be increased from one hundred dollars (\$100) to two hundred and fifty dollars (\$250) per year. It maintains that there are a small number of Troopers assigned to wear plainclothes. Thus, the Association argues that the financial impact of its plainclothes allowance proposal, if

awarded, would be minimal. Therefore, it argues that the Association's plainclothes allowance proposal is reasonable and ought to be awarded.

Currently, Troopers may accumulate up to two hundred and sixty (260) days of paid sick leave. At retirement, Troopers are paid a lump sum cash payment equal to their daily rate of pay times the number of sick days accumulated minus one hundred and sixty five (165) divided by five (5). Thus, a Trooper who retires after accumulating the maximum of two hundred and sixty (260) days of sick leave will receive a lump sum payment equal to nineteen (19) sick days ( $260 - 165 = 95$  divided by  $5 = 19$ ) (Joint Exhibit No. 1 at pgs. 59-60). The Association has proposed an increase in the maximum number of days that a Trooper may "cash in" upon retirement. In this regard, it has proposed that the formula be changed to one-half ( $\frac{1}{2}$ ) of the number of accumulated sick leave days so that a Trooper who has accumulated the maximum number of sick leave days (i.e., 260) would receive payment for one hundred and thirty (130) sick leave days upon retirement.

The Association maintains that payment for accumulated sick leave has not been increased since the parties negotiated their 1985-1988 Agreement. It also contends that Nassau County and Suffolk County police officers receive a more generous payment for accumulated sick leave. The Association submits the following data in support of that assertion.

**Comparison of Unused Sick Leave and Other Terminal Benefits  
New York State Troopers and Police Officers of Nassau and  
Suffolk Counties**

**Buy Back of Unused Accumulated Sick Leave**

	<b>Annual Sick Days</b>	<b>Maximum Accumulation</b>	<b>Maximum Buyback Value in Days</b>
<b>Nassau County</b>	26.0 [1]	520 [2]	235.0
<b>Suffolk County</b>	26.0	520 [3]	260.0 [4]
<b>New York State Troopers</b>	13.0	260	19.0 [5] 165.0

[1] 18 during the first months of service.

[2] Accumulation is unlimited. The amount shown is 20 years worth of sick leave accumulations.

[3] Under the same conditions, the employee is also entitled to 5 days per year of service "termination" pay.

[4] Increasing to 600 day maximum accumulation and 300 day maximum payout on 2/1/97.

[5] If an officer has accumulated the maximum (260 days), 165 days are credited towards retirement health insurance premiums (spread over life expectancy) and 1/5 remaining days are paid out in cash (95/5=19).

**Sources: Collective Bargaining Agreements.**

(Association Exhibit No. 33) It further asserts that increasing this benefit will reduce the State's overtime expenses by encouraging Troopers not to use their sick leave. Thus, the Association insists that its payment for accumulated sick leave proposal is reasonable and ought to be awarded.

The Association has proposed that Troopers be paid a lump sum upon retirement equal to five (5) days of pay at per diem rates for each year of employment. It maintains that the State lags behind

comparable jurisdictions in basic compensation (Association Exhibit No. 34). The Association asserts that its terminal leave proposal "would provide a small measure of additional compensation at retirement to Troopers whose salaries trail those of police officers in other departments over the past number of years" (Association Brief at pg. 46). It further asserts that certain downstate jurisdictions provide their police officers with a similar benefit (State Exhibit No. 42). Thus, the Association argues that its terminal leave proposal is reasonable and ought to be awarded.

Currently, the State pays ninety percent (90%) of the cost of individual health coverage for Troopers and seventy five percent (75%) of the cost of family health coverage (Joint Exhibit No. 1 at pg. 31). The Association has proposed that the State pay one hundred percent (100%) of the cost of individual or family coverage for all Troopers and for all Troopers who retire during the term of the Agreement until the Trooper is eligible for Medicare.

The Association acknowledges that Troopers contribute the same percentages for health insurance coverage as other State employees. However, it maintains that Trooper's use the plan's benefits far less than other employees (Association Exhibit Nos. 42 and 43). The Association submits the following data in support of that assertion.

**Empire Plan  
1995 Loss Ratio by Group (1)**

	Troopers	Supervisors	Combined	Other NYS Actives(2)
<b>Hospital</b>	62.0%	55.5%	60.6%	94.1%
<b>Medical</b>	65.2%	65.4%	65.3%	92.7%
<b>MHSA</b>	61.2%	60.0%	60.9%	89.8%
<b>Prescription Drug</b>	30.8%	53.9%	35.7%	68.6%
<b>Prescription Drug Statistics</b>				
<b>\$Paid Claims/Contract</b>	\$246.73	\$491.92	\$294.10	\$558.74
<b>#Paid Claims/Contract</b>	10.2	15.6	11.2	15.5
<b>Average Cost Per Claim</b>	\$24.18	\$31.54	\$26.15	\$35.99

(1) Loss Ratio represents the paid claims divided by the paid premium for the respective benefits.

(2) Represents BPIs<068 excluding 007 and 017

(Association Exhibit No. 42) It argues that since the State's health insurance costs for Troopers, as measured by utilization, are lower than the State's health insurance costs for other employees, the Troopers' contribution to their health insurance premiums should be eliminated. It further asserts that the annual cost of the Association's health insurance proposal would be modest, i.e., one hundred and eighty dollars (\$180) per year for Troopers electing individual coverage and seven hundred and eighty nine dollars (\$789) per year for Trooper electing family coverage (Association Exhibit No. 44).<sup>1</sup> Thus, the Association insists that its health insurance proposal is reasonable and ought to be

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<sup>1</sup>

This figure stems from the Empire Plan where the majority of Troopers are enrolled.

awarded.

The Association maintains that none of the health insurance changes proposed by the State should be awarded without significant enhancements to the current health insurance plan. The Association has proposed that the following enhancements be made to the current health insurance plan as soon as possible.

**BENEFIT ENHANCEMENT**

**Paid in Full Ambulance with  
\$35 co-payment**

**Hearing Aid \$600/4yr - under  
12yo/2yr**

**Increase Allowance for Physicals  
\$150/100 every 2 yrs age 40-49 and  
\$150/100 every year age 50 and older**

**Dental Enhancement - Sealants, \$1800  
Annual Max, 100% non-par  
Schedule**

**Vision Care Enhancement -  
Increase Contact Lens Allowance  
from \$70 to \$125**

**Implement Occupational Vision  
Benefit**

(Association Brief at Attachment A)

Currently, the State pays the full cost of the vision care plan in effect as of March 31, 1991 (Joint Exhibit No. 1 at pg. 26). Pursuant to that plan, adult family members receive an eye examination, frames and lenses every two (2) years and dependent children under the age of nineteen (19) receive the same benefits each year. The plan also provides a seventy dollar (\$70) allowance for the cost of eye examinations and contact lenses. The

Association has proposed that, in addition to the benefit enhancements listed on page 39 above, the State pay for all eye examinations, frames and lenses as well as one pair of prescription sunglasses and contact lenses each year.

The Association maintains that the current benefit is inadequate. It contends that Troopers spend a significant amount of time in patrol cars. The Association asserts that for Troopers who wear glasses, prescription sunglasses are an occupational necessity. Thus, it argues that its vision plan proposal is reasonable and ought to be awarded.

Currently, the State pays the entire premium for a GHI Preferred Dental Plan, pursuant to which participating providers are reimbursed one hundred percent (100%) and non-participating providers are reimbursed eighty percent (80%) of the plan's schedule of allowances (Joint Exhibit No. 1 at pg. 46). The Association has proposed that, in addition to the benefit enhancements listed on page 39, the schedule of allowances be increased by two hundred and fifty percent (250%).

The Association maintains that the current schedule of allowances is very low (Association Exhibit No. 45). As a result, it contends that there are relatively few participating dentists (Association Exhibit No. 45). The Association asserts that this forces Troopers to go to non-participating dentists, where out-of-pocket costs are higher. It insists that the number of participating dentists can be increased only by significantly increasing the schedule of allowances. Thus, the Association

argues that its dental plan proposal is reasonable and ought to be awarded.

The Association has proposed that Troopers with college degrees be paid the following amounts annually: Associates Degree - five hundred dollars (\$500); Bachelors Degree - one thousand dollars (\$1000); Masters Degree (except Masters Program) - fifteen hundred dollars (\$1500). It points out that pursuant to the parties' expired Agreement, Troopers who obtained college degrees during the term of the Agreement received the following one-time lump sum payments: Associates Degree - two hundred dollars (\$200); Bachelors Degree - five hundred dollars (\$500); Masters or PhD Degrees - five hundred dollars (\$500) (Joint Exhibit at pgs. 98-99).

The Association maintains that there is a trend in police contracts to provide incentives for police officers to obtain college degrees and to reward officers who have already obtained such degrees. It contends that better educated police officers have a greater ability to perform their job duties in an increasingly complex world (Association Exhibit No. 59 at pg. 18). The Association asserts that comparable jurisdictions both inside and outside of New York reward their officers financially for obtaining college degrees (Association Exhibit Nos. 58, 60 at pg. 16 and 61 at pg. 13). It further asserts that fifty five percent (55%) of New York State Troopers hold college degrees (Association Exhibit No. 4). Thus, the Association argues that its payment for college degree proposal is reasonable and ought to be awarded.

The Association maintains that in prior Agreements the parties have conducted professional development programs in which Troopers received a stipend for attending a training session in a subject agreed upon by the parties. It further contends that the parties funded a Tuition Reimbursement Program and a Masters Degree Program pursuant to which several Troopers obtained Masters Degrees. The Association asserts that funding for these programs was eliminated in the 1991-1995 Agreement. It has proposed that the State fund a new Stipend Training Program in the amount of six hundred and fifty thousand dollars (\$650,000) annually. The Association alleges that these are valuable programs which benefit the Division as a whole. Therefore, it argues that the Association's stipend training proposal is reasonable and ought to be awarded.

In all, the Association asserts that its proposals are justified under the relevant statutory criteria. It asks that they be awarded.

The State, on the other hand, asserts that taking into consideration all of the relevant statutory criteria, its final offer is the more reasonable one.

The State has proposed a four (4) year Award covering the period April 2, 1995 through April 1, 1999.

As a wage increase, the State has proposed a lump sum payment of five hundred and fifty dollars (\$550) for fiscal year 1996-1997, a lump sum payment of seven hundred dollars (\$700) for fiscal year 1997-1998, a three and one-half percent (3-1/2%) wage increase effective October 2, 1997, and a three and one-half percent (3-

1/2%) wage increase effective October 2, 1998. It maintains that its salary proposal is the most reasonable taking into consideration all of the relevant statutory criteria set forth in the Civil Service Law. The State asserts that its salary proposal, if awarded, would allow the State to be competitive with comparable jurisdictions, while staying within its financial ability to pay.

With regard to the statutory criterion concerning comparability, the State has compared its Troopers to two (2) groups of comparable jurisdictions: other comparable state jurisdictions and comparable local New York jurisdictions.

The State collected data from other states on the basis that they had either collective bargaining or a population in excess of five million (5,000,000). Comparability was determined based upon an evaluation by the Department of Civil Service of the duties descriptions provided by the various states as compared to the New York State Troopers' duties descriptions. Pursuant to those criteria, the State compared New York State Troopers to Troopers in the following twenty four states: California, Oregon, Wisconsin, Connecticut, Delaware, New Hampshire, New Jersey, Vermont, North Carolina, Virginia, Illinois, Nebraska, Massachusetts, Ohio, Iowa, Texas, Indiana, Florida, Maine, Minnesota, Pennsylvania, Montana and Michigan (State Exhibit No. 42 at pgs. 65-70).

The State maintains that the evidence establishes that the salaries paid to its Troopers compare favorably to the salaries paid to police in comparable jurisdictions. With regard to the minimum salary paid to Troopers, the State contends that New York

Troopers rank seventh out of twenty four (24) comparable state jurisdictions (State Exhibit No. 42 at pg. 65). With regard to salaries paid to Troopers with five (5) years of service, the State asserts that New York Troopers again rank seventh out of twenty four (24) comparable state jurisdictions (State Exhibit No. 42 at pg. 66). With regard to salaries paid to Troopers with ten (10) years of service, the State claims that New York Troopers rank eighth out of twenty four (24) comparable state jurisdictions (State Exhibit No. 42 at pg. 67). With regard to salaries paid to Troopers with fifteen (15) years of service, the State alleges that New York Troopers rank seventh out of twenty four (24) comparable state jurisdictions (State Exhibit No. 42 at pg. 68). With regard to salaries paid to Troopers with twenty (20) years of service, the State maintains that New York Troopers rank eighth out of twenty four (24) comparable state jurisdictions (State Exhibit No. 42 at pg. 69). With regard to salaries paid to Troopers with twenty five (25) years of service, the State maintains that New York Troopers rank eighth out of twenty four (24) comparable state jurisdictions (State Exhibit No. 42 at pg. 70). The State insists that this evidence of comparability clearly demonstrates the reasonableness of its wage increase proposal.

The State maintains that it drew parallels between its Troopers and the local law enforcement agencies in the geographic areas in which New York State Troopers are stationed. The State collected data on those local jurisdictions which had at least twenty six (26) police officers. Comparability was determined

based upon an evaluation by the Department of Civil Service of the duties descriptions provided by the various local jurisdictions as compared to the New York State Troopers' duties description. Pursuant to this criteria, the State compared its Troopers to police officers in seventy seven (77) local upstate New York jurisdictions (State Exhibit No. 42 at pgs. 17-34).

The State maintains that the record establishes that the salaries paid to its Troopers compare favorably to the salaries paid to police in comparable local upstate New York jurisdictions where eighty-eight (88) percent of the Trooper population is employed. With regard to the minimum salary paid to Troopers, the State contends that New York Troopers rank fifty-fifth when compared to seventy seven (77) comparable local upstate jurisdictions (State Exhibit No. 42 at pgs. 17-19). With regard to salaries paid to Troopers with five (5) years of service, the State asserts that New York Troopers rank twenty-first when compared to seventy seven (77) comparable local upstate jurisdictions (State Exhibit No. 42 at pgs. 20-22). With regard to salaries paid to Troopers with ten (10) years of service, the State claims that New York Troopers rank seventeenth when compared to seventy seven (77) comparable local upstate jurisdictions (State Exhibit No. 42 at pgs. 23-25). With regard to salaries paid to Troopers with fifteen (15) years of service, the State alleges that New York Troopers rank thirteenth when compared to seventy seven (77) comparable local upstate jurisdictions (State Exhibit No. 42 at pgs. 26-28). With regard to salaries paid to Troopers with twenty (20) years of

service, the State maintains that New York Troopers rank thirteenth when compared to seventy seven (77) comparable local upstate jurisdictions (State Exhibit No. 42 at pgs. 29-31). With regard to salaries paid to Troopers with twenty five (25) years of service, the State maintains that New York Troopers again rank thirteenth when compared to seventy seven (77) comparable local up state jurisdictions (State Exhibit No. 42 at pg. 32-34). The State argues that, with the exception of the hiring rate, this evidence of comparability also clearly establishes the reasonableness of its wage increase proposal.

The State also compared the salaries paid to its Troopers to the salaries paid to officers in the following twenty six (26) upstate county police departments: Erie, Monroe, Dutchess, Putnam, Ontario, Oswego, Onondaga, St. Lawrence, Albany, Chautauqua, Saratoga, Broome, Orange, Livingston, Genessee, Chemung, Rensselaer, Columbia, Sullivan, Jefferson, Wayne, Wyoming, Fulton, Ulster, Warren and Tioga (State Exhibit No. 42 at pgs. 35-43). It maintains that the evidence demonstrates that the salaries paid to its Troopers compare favorably to the salaries paid to police in comparable upstate counties.

With regard to the minimum salary paid to Troopers, the State contends that New York Troopers rank sixteenth when compared to police in twenty six (26) comparable upstate county police departments (State Exhibit No. 42 at pgs. 35). With regard to salaries paid to Troopers with five (5) years of service, the State asserts that New York Troopers rank third when compared to police

in twenty six (26) comparable upstate county police departments (State Exhibit No. 42 at pg. 36). With regard to salaries paid to Troopers with ten (10) years of service, the State claims that New York Troopers again rank third when compared to police in twenty six (26) comparable upstate county police departments (State Exhibit No. 42 at pgs. 37). With regard to salaries paid to Troopers with fifteen (15) years of service, the State alleges that New York Troopers rank second when compared to police in twenty six (26) comparable upstate county police departments (State Exhibit No. 42 at pg. 38). With regard to salaries paid to Troopers with twenty (20) years of service, the State maintains that New York Troopers again rank second when compared to police in twenty six (26) comparable upstate county police departments (State Exhibit No. 42 at pgs. 39). With regard to salaries paid to Troopers with twenty five (25) years of service, the State maintains that New York Troopers again rank second when compared to police in twenty six (26) comparable upstate county police departments (State Exhibit No. 42 at pg. 40).

The State argues that these twenty six (26) County Sheriff's Departments are the most comparable police departments in terms of the duties and activities of New York State Troopers. Thus, it insists that this evidence of comparability also clearly shows the reasonableness of its wage increase proposal.

The State points out that the Civil Service Law also requires comparisons between Troopers and other public employees. It maintains that this is particularly appropriate herein because, as

discussed below, Troopers and other unionized State employees have generally received the same percentage wage increases since 1979 (State Exhibit No. 25). The State contends that Trooper salaries are appropriate in comparison to other job titles within the State with regard to educational requirements, training and responsibilities. In addition, it asserts that Troopers are eligible to receive enhancements to their salaries which are not generally available to other State employees. The State submits the following data to establish this assertion.

**Appendix A Salary Schedule\*  
Potential Gross Income by Years of Service**

<b>Years of Service</b>	<b>Step</b>	<b>Number of Employees</b>	<b>Base Salary</b>	<b>Total Gross Potential</b>
0.1-0.9	Trainee I	0	\$26,607	
1-1.9	Trainee II	0	\$31,521	
2-2.9	Step 1	0	\$35,266	
3-3.9	Step 2	0	\$36,559	
4-4.9	Step 3	200	\$38,094	\$43,475
5-8.9	Step 4	651	\$39,891	\$45,477
9-13.9	Longevity 1	624	\$41,508	\$47,278
14-19.9	Longevity 2	274	\$43,283	\$49,454
20+	Longevity 3	152	\$43,787	\$50,016

**\*Appendix A Salary Schedule for employees appointed before 1/1/93.**

(State Brief at pgs. 23-24; State Exhibit No. 26)

The State rejects any suggestion by the Association that State Troopers have lost ground in recent years in the area of salary.

It maintains that since 1979, the salaries of New York State Troopers have grown at a rate greater than inflation. The State submits the following data in support of that assertion.

**Analysis of Trends in New York State Trooper Maximum Base Salary 1979 through 1996**

<b>Effective Date</b>	<b>Maximum Base Salary [1]</b>	<b>CPI-W US City Average (1982-84=100.0)</b>	<b>Salary Implied by CPI-W[2]</b>
April 1979	\$17,024	71.1	\$17,024
April 1980	\$18,216	81.4	\$19,490
April 1981	\$19,492	89.6	\$21,454
April 1982	\$21,247	95.2	\$22,794
April 1983	\$22,947	99.0	\$23,704
April 1984	\$24,783	102.1	\$24,447
June 1985	\$28,016	107.0	\$25,620
April 1986	\$29,417	107.6	\$25,763
April 1987	\$30,888	111.6	\$26,721
June 1988	\$32,898	116.7	\$27,942
April 1989	\$34,543	121.8	\$29,163
April 1990	\$36,443	127.3	\$30,480
April 1991	\$36,443	133.3	\$31,917
April 1992	\$36,443	137.3	\$32,875
April 1993	\$37,901	141.6	\$33,904
April 1994	\$39,417	144.7	\$34,647
October 1994	\$39,891	147.0	\$35,197
October 1995	\$39,891	151.0	\$36,155

Effective Date	Maximum Base Salary [1]	CPI-W US City Average (1982-84=100.0)	Salary Implied by CPI-W[2]
October 1996	\$39,891	155.5	\$37,233
1979-1996	134.3%	118.7%	118.7%
Change in "Real Income"		15.6%	

[1] NYS Trooper maximum base salary excludes longevity pay.

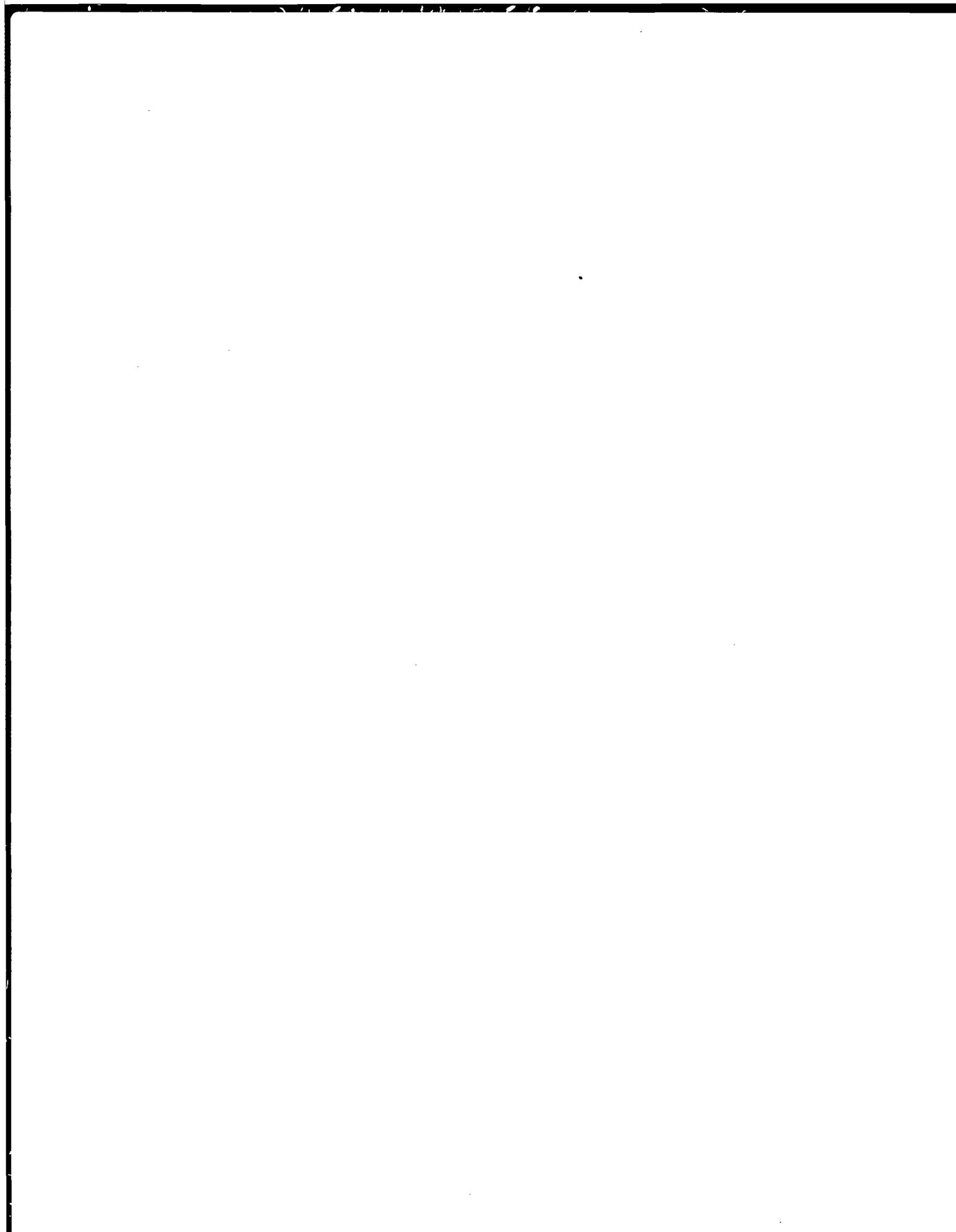
[2] Starting with April 1979, figures represent salary inclusive of the change in CPI-W.

(State Brief at pgs. 24-25; State Exhibit No. 42 at pg. 1)

The State also maintains that the Association relied too heavily upon comparisons between New York State Troopers and several downstate counties and municipalities, including Nassau, Suffolk and Westchester Counties. It contends that Troopers are only a minor presence in the jurisdictions most heavily relied upon by the Association. The State asserts that more than eighty eight percent (88%) of its force is stationed upstate, i.e., above Westchester and Rockland Counties. Therefore, it insists that the comparisons relied upon by the State are more probative than the comparisons relied upon by the Association.

The State further contends that the Association relied too heavily on salary comparisons at the lower end of the salary schedule. It maintains that the more probative comparisons are those made at later points in a Trooper's career.

In summary, the State contends that when all of the appropriate comparisons are made, its wage proposal is clearly the most reasonable and ought to be awarded.



The State maintains that its wage proposal also is the most reasonable with respect to the statutory criteria concerning the interests and welfare of the public and the State's ability to pay for the parties' proposals. It contends that New York is still slowly recovering from the 1989-1992 recession. The State claims that as recently as February 1997, New York's unemployment rate was 6.3%, the fifth highest state unemployment rate in the nation. It alleges that this was the highest unemployment rate in the northeast and a full percentage point higher than the national unemployment rate. The State asserts that New York has regained less than one-half of the jobs that were lost during the 1989-1992 recession (260,000 out of 580,000). It further asserts that employment in New York is still nearly four percent (4%) below its 1989 level and that it will take at least until the year 2003 before the State recovers all of the jobs lost during the 1989-1992 recession.

Although employment is currently increasing in New York, the State insists that the level of employment growth in New York since the recession has trailed the nation's employment growth by almost twenty percent (20%). The State argues that New York's "lagging economic development ... cuts across a wide range of businesses and industries" (State Brief at pg. 9). It submits the following data in support of those assertions.

**A Decade without Growth: New York's Employment  
in 1986 and 1996 Compared with the Nation's**

**New York**

<b>Employment by Sector (Thousands)</b>	<b>1986</b>	<b>1996</b>	<b>Percent Change</b>
<b>Total Non-Agricultural</b>	<b>7,905</b>	<b>7,917</b>	<b>0</b>
<b>Construction</b>	<b>309</b>	<b>254</b>	<b>-18</b>
<b>Federal Government</b>	<b>159</b>	<b>144</b>	<b>-9</b>
<b>State &amp; Local Government</b>	<b>1,223</b>	<b>1,238</b>	<b>1</b>
<b>Finance, Insurance, Real Estate</b>	<b>758</b>	<b>721</b>	<b>-5</b>
<b>Manufacturing</b>	<b>1,250</b>	<b>922</b>	<b>-26</b>
<b>Mining</b>	<b>6</b>	<b>5</b>	<b>-23</b>
<b>Services</b>	<b>2,131</b>	<b>2,610</b>	<b>22</b>
<b>Transportation &amp; Utilities</b>	<b>402</b>	<b>402</b>	<b>0</b>
<b>Retail Trade</b>	<b>1,188</b>	<b>1,195</b>	<b>1</b>
<b>Wholesale Trade</b>	<b>479</b>	<b>426</b>	<b>-11</b>

**United States**

<b>Employment by Sector (Thousands)</b>	<b>1986</b>	<b>1996</b>	<b>Percent Change</b>
<b>Total Non-Agricultural</b>	<b>99,515</b>	<b>119,521</b>	<b>20</b>
<b>Construction</b>	<b>4,719</b>	<b>5,362</b>	<b>14</b>
<b>Federal Government</b>	<b>3,056</b>	<b>2,886</b>	<b>-6</b>
<b>State &amp; Local Government</b>	<b>13,967</b>	<b>16,814</b>	<b>20</b>
<b>Finance, Insurance, Real Estate</b>	<b>6,234</b>	<b>6,877</b>	<b>10</b>
<b>Manufacturing</b>	<b>18,925</b>	<b>18,480</b>	<b>-2</b>
<b>Mining</b>	<b>772</b>	<b>579</b>	<b>-25</b>
<b>Services</b>	<b>22,978</b>	<b>34,242</b>	<b>49</b>
<b>Transportation &amp; Utilities</b>	<b>5,242</b>	<b>6,223</b>	<b>19</b>
<b>Retail Trade</b>	<b>17,869</b>	<b>21,590</b>	<b>21</b>
<b>Wholesale Trade</b>	<b>5,753</b>	<b>6,469</b>	<b>12</b>

**Source: Bureau of Labor Statistics, U.S. Department of Labor**

(State Exhibit No. 54 at pg. 2)

The State maintains that the disparities between the economic recovery taking place in New York and elsewhere in the nation is the result of New York's uncompetitive business climate. It insists that the high cost of operating state and local government

in New York and the high tax burden on businesses and residents in New York are major factors undermining the State's economic growth.

The State contends that, although significant curative actions have been undertaken recently, without continued economic vigilance the prospects for economic growth cannot be expected to be as positive as is desired (State Brief at pg. 11). It maintains that the economic expansion in New York will continue at only a modest pace for the remainder of the decade. The State asserts that from 1996 to the year 2000, payroll growth in New York is expected to average only seven tenths of one percent (.7%) per year, which would rank 49th among all states. It further asserts that growth in personal income in New York will slow during the remainder of the decade and that the stock market's current rally will also end. Thus, the State insists that the recent growth in its tax revenue base will moderate in the years ahead.

The State maintains that there are a number of disadvantages that "plague" its economy, "including: high taxes; high labor costs; high energy costs; an aging physical infrastructure and the steady out - migration of residents" (State Brief at pg. 11). It contends that New York's high tax burden is the most significant of these disadvantages. The State asserts that New York's overall state and local tax burden is the second highest in the nation, exceeded only by the tax burden in Alaska, regardless of whether the tax burden is measured as a share of personal income or on a per capita basis. It insists that high labor costs in the public sector are one of the factors driving up New York tax rates and

thereby undermining economic recovery.

The State also maintains that it relies heavily for revenue on the finance, insurance and real estate sectors of its economy. It acknowledges that recent unprecedented increases in the stock market and the bonuses paid to employees in that industry have eased the State's revenue problems. However, the State asserts that this situation cannot be expected to continue.

The State contends that there has been a steady erosion in state and local tax collections since 1988 (State Exhibit No. 45). However, it asserts that there has been a steady growth in state and local government employment within New York during the twelve (12) year period ending in 1994 (State Exhibit No. 48). The State insists that this growth in government employment also has contributed to New York's fiscal problems.

For all of these reasons, the State argues that the Association's wage and other benefit increase proposals are unreasonable and should not be awarded. It insists that doing so "would further aggravate New York's existing financial and competitive problems and unfairly reward a single bargaining unit when all other State bargaining units have had to bear an appropriate and commensurate share of the state's economic and fiscal problems" (State Brief at pg. 15).

With regard to the statutory criterion concerning the peculiarities of the policing profession, i.e., its hazards and its unique physical, mental, educational and training qualifications, the State maintains that the educational requirements for all

positions, including that of Trooper, are reflected in the salary paid for those positions. It submits the following data in support of that assertion.

**Number of Executive Branch Full-Time Unionized Employees\*  
Average Annual Base Salaries, All Funds, CUNY Excluded**

Data is for Payroll Period 14 ending 10/16/96 Adm. & 10/09/96 Inst.

Union/Unit:	Number of Full-Time Annual Salaried Employees	Average Annual Base Salary for Full-Time Employees
PBA: Supervisors	643	\$51,730
COUNCIL 82: Security Supervisors	721	\$51,662
UUP	15,599	\$48,896
PIA: BCI	910	\$48,481
PEF	46,426	\$44,813
PBA: Troopers	2,346	\$37,946
COUNCIL 82: Security Services	22,450	\$36,111
DC 37	500	\$34,892
CSEA	71,160	\$25,978

\*Data excludes Graduate Student Employees Union since covered employees are employed on a part-time basis only.

(State Exhibit No. 61). The State contends that the position of Trooper requires sixty (60) credit hours and that one (1) year of military service may be substituted for up to thirty (30) credit hours. It insists that bargaining units with higher average annual salaries than the Troopers require employees to perform supervisory duties or to have at least a bachelors degree. The State claims that bargaining units with lower average annual salaries than the

Troopers do not require employees to have any college credits. Thus, it argues that the evidence concerning this statutory criterion also demonstrates the reasonableness of the State's salary proposal.

With regard to the statutory criterion concerning the terms of the collective agreements negotiated between the parties in the past, the State maintains that this criterion also supports the awarding of its wage proposal. It points out that the Trooper bargaining unit is one of several State employee bargaining units and part of the State's vast two hundred thousand (200,000) employee workforce. The State asserts that since at least 1979, there has been an important pattern established between the percentage wage increases received by the State Troopers and the percentage wage increases received by other bargaining units of State employees. It contends that from 1979 through 1996, Troopers and other unionized employees within the State received almost identical percentage wage increases (State Exhibit No. 25). The State argues that this pattern has served all the parties well and should not be broken.

The State points out that prevailing economic conditions and the State's fiscal situation determine the State's ability to provide increases to all of these bargaining unit employees. In addition, it maintains that the public sector unions with which the State must bargain are aware of the wages and benefits received by other State unionized employees. The State asserts that each of these employee organizations will demand any improvements obtained

by any of the State's other bargaining units. Thus, it insists that the record demonstrates that the prevailing pattern of percentage wage increases among the various bargaining units of State employees supports awarding the wage increases proposed by the State, rather than those proposed by the Association.

The State has proposed various changes to the health insurance benefits available to Troopers (State Exhibit No. 20). It maintains that the State's health insurance proposals were all negotiated with other State employee unions.

The State proposed a Point of Service Plan (POS) to replace the Empire Plan. It insists that the POS Plan would expand the provider network while decreasing reimbursement for out-of-network services. The State further maintains that this concept has been included in the 1995-99 Agreements with other State unions.

The State has proposed modifying the Empire Plan's medical care component in order to offer a managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy and chiropractic treatments. It asserts that this proposal, if awarded, would guarantee all Troopers access to a participating chiropractor or physical therapist while still maintaining a reduced benefit for services received outside of the network (State Exhibit No. 22).

The State has proposed increasing the copayment for hospital outpatient services, including emergency room services, from fifteen (\$15) to twenty five dollars (\$25). It asserts that this increase in the copayment is needed to cover the rising costs of

these services as well as to provide an incentive for Troopers and their families to use less expensive alternatives.

The State has proposed adding a provision to the basic medical deductible under the Empire Plan which would exclude covered expenses for physical medicine services in determining the basic medical deductible. It insists that this deductible language is consistent with the language agreed to by all unionized State employees who have agreements for the period 1995-1999 and with the deductible language for all non-unionized State employees as well as retirees.

The State has proposed that the annual out-of-pocket coinsurance maximum for Troopers be increased from seven hundred and seventy six dollars (\$776) to eight hundred and forty one dollars (\$841) and that it be increased in each subsequent year by the percentage increase in the medical care component of the Consumer Price Index for Urban Wage Earners and Clerical Workers. It asserts that this proposal is needed to avoid the erosion of this important employee cost sharing measure.

The State has proposed various modifications in the Empire Plan Prescription Drug Program. It has proposed that the current five dollar (\$5) prescription drug copayment be increased to eight dollars (\$8). The State also has proposed that Troopers be moved from an "open" pharmacy network to a "preferred provider" pharmacy network. Pursuant New York State Insurance Department regulations, the State also has proposed providing coverage for prescription vitamins and contraceptives.

Currently the State's contribution for HMO coverage is ninety percent (90%) of the cost of individual coverage and seventy five percent (75%) of the cost of dependent coverage. The State has proposed that these percentages remain the same, but that they be capped at one hundred and five percent (105%) of the cost of the Empire Plan for the first year following the date of this Opinion and Award, and at one hundred percent (100%) of the cost of the Empire Plan for the second year following the date of this Opinion and Award.

The State has proposed expanding the certification requirements for health insurance coverage for domestic partners and increasing the penalty for fraudulently enrolling a domestic partner. It maintains that these stricter requirements are needed in order to insure that only legitimate domestic partners, as defined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependence, are enrolled as eligible dependents. The State requests that Troopers be directed to sign the same Memorandum of Understanding with regard to domestic partners that has been signed by other bargaining unit employees.

The State has proposed continuing the activities of the parties' Joint Labor Management Committee on Health Benefits by funding the Committee in the amount of seven thousand eight hundred dollars (\$7,800) for the period 1997-1998, and in the amount of seven thousand eight hundred dollars (\$7,800) for the period 1998-1999.

The State argues that all of these health insurance proposals

are reasonable and ought to be awarded on a prospective basis.

The State opposes the Association's proposals to establish one five (5) year increment salary schedule for all Troopers and to increase the longevity payments paid pursuant to that schedule. It notes that the current salary and longevity schedules are as follows.

**1991-95 AGREEMENT  
APPENDIX A  
Annual Basic Salary Levels for Troopers  
(Appointed Before January 1, 1993)**

	<u>4/1/92</u>	<u>4/1/93</u>	<u>4/1/94</u>	<u>10/1/94</u>
Trainee I	\$24,308	\$25,280	\$26,291	\$26,607
Trainee II	28,797	29,949	31,147	31,521
Step 1	32,218	33,507	34,847	35,266
Step 2	33,399	34,735	36,124	36,559
Step 3	34,802	36,194	37,642	38,094
Step 4	36,443	37,901	39,417	39,891
Longevity 1	37,921	29,439	41,016	41,508
Longevity 2	39,542	41,124	42,769	43,283
Longevity 3	40,003	41,603	43,267	43,787

**1991-95 AGREEMENT  
APPENDIX B  
ANNUAL BASIC SALARY LEVELS FOR TROOPERS  
(Appointed on or After January 1, 1993)**

	4/1/92	4/1/93	4/1/94	10/1/94	When Paid
Trainee I	\$24,308	\$24,308	\$24,308	\$24,308	Start
Trainee II	28,797	25,280	26,291	26,607	After 2 years
Step 1	32,218	26,291	27,343	27,672	After 3 years
Step 2	33,399	29,949	28,437	28,779	After 4 years
Step 3	34,802	33,507	31,147	31,521	After 5 years
Step 4	36,443	34,735	34,847	35,266	After 6 years
Step 5		37,426	36,124	36,559	After 7 years
	4/1/92	4/1/93	4/1/94	10/1/94	When Paid
Step 6		37,901	38,923	39,391	After 8 years
Step 7			39,417	39,891	After 9 years
Longevity 1	37,921	39,438	41,016	41,508	After 9 years
Longevity 2	39,542	41,124	42,769	43,283	After 14 years
Longevity 3	40,003	41,603	43,267	43,787	After 20 years

1. Each increment payable to a member hired on or after 1/1/93 shall be effective following the completion of 26 biweekly pay periods after the member's anniversary date.

2. Members hired on or after 1/1/93 shall receive across the board increases on the effective dates of such increases but only if they have completed at least one full year of service at the Trainee I rate as of that effective date.

(State Brief at pgs. 17-18).

The State points out that this two (2) tiered salary schedule system was not unilaterally imposed by the State. Rather, it maintains that this two (2) tiered salary schedule system was

mutually agreed to by the State and the Association after protracted negotiations.

The State contends that during negotiations with other bargaining units for agreements covering the period 1991-1995, the State successfully negotiated additional steps to the salary schedules affecting those employees. It maintains that in 1992, the State and the Association also agreed to add two (2) additional steps to the Troopers' salary schedule. The State insists that this "'stretching' of the salary steps was in line with what the State had achieved with the other major bargaining units during that round of bargaining and had been a critical element of the State's negotiating position with all bargaining units" (State Brief at pg. 20).

The State notes that the Troopers failed to ratify an agreement containing the two (2) additional salary steps. It maintains that the two (2) tiered salary schedule subsequently agreed to by the parties was developed in order to address the concerns of Troopers with these two (2) additional salary steps. The State points out that the parties agreed that all existing Troopers, including those then training in the Academy, would have their five (5) step salary schedule preserved. However, Troopers hired on or after January 1, 1993, were placed on a different salary schedule with two (2) additional steps. This arrangement was ultimately ratified by the Troopers.

Thus, the State insists that the two (2) tiered salary system set forth in Appendices A and B "was an obvious compromise with a

clear quid pro quo" (State Brief at pg. 21). It contends that abolishing the Appendix B salary schedule, as proposed by the Association, would "do violence to the parties' own prior course of agreement" (State Brief at pg. 21). The State maintains that such an approach would deprive the State of the benefit of the bargain it struck during negotiations for the 1991-1995 Agreement and would unjustly enrich members of the Association.<sup>2</sup> Therefore, it argues that the Association's salary schedule and longevity proposals are unreasonable and should not be awarded.

The State opposes the Association's proposal that a four thousand seven hundred and fifty dollar (\$4,750) annual stipend be paid to Troopers to compensate them for inconveniences relating to their working conditions, including rotating shifts, relocations, involuntary transfers and out-of-area details and assignments. It maintains that these same inconveniences are experienced by other unionized State employees, such as correction officers. Yet the State contends that none of these other State employees are paid a stipend similar to the stipend being proposed by the Association. In addition, it asserts that the vast majority of Trooper transfers are voluntary and are often the result of a Trooper's desire to work closer to his or her original home area.

The State also asserts that Troopers who are mobilized for

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Also, the State disagreed with the Association's assertion that significant numbers of Troopers hired after January 1, 1993 have left State service. The State acknowledges that there have been some separations, however, it insists that they were not significant.

emergency and special assignments often receive substantial amounts of overtime pay (State Exhibit No. 56). For example, it claims that Troopers were paid overtime of \$14,642,109 for an emergency assignment in 1989, \$1,554,486 for a special assignment in 1993, \$1,055,257 for a special assignment in 1994 and \$1,298,917 for an emergency assignment in 1996 (State Exhibit No. 56).

Finally, the State objects to the Association's proposal that the inconvenience stipend being proposed "would be paid indiscriminately to all Troopers, at an arbitrary rate, whether or not the Trooper actually had experienced any 'convenience' at all" (State Brief at pg. 31). Therefore, it argues that the Association's inconvenience stipend proposal is unreasonable and should not be awarded.

The State opposes the Association's proposal to pay a twenty five dollar (\$25) daily stipend to Troopers performing the duties of Firearm Instruction, Mobile Response Team, Field Training Officer and Hazardous Device Unit, as well as a \$2,600 annual stipend to members of the Scuba Unit. It maintains that correction officers act as Firearms Instructors and are assigned to an Emergency Response Team that responds to critical emergencies at correctional facilities throughout the State without receiving additional compensation. The State also contends that other unionized State employees engage in specialty assignments without receiving the benefit being proposed by the Association. Thus, it insists that the Association's specialty pay proposal is unreasonable and should not be awarded.

The State opposes the Association's proposal to increase the current performance bonus from two hundred (\$200) to five hundred dollars (\$500). It also opposes the Association's proposal to eliminate height and weight standards from the criteria which need to be satisfied in order to be eligible for a performance bonus. The State maintains that no other bargaining unit of State employees has an similar benefit. It further contends that the Association has shown no justification for the increase being sought. Therefore, the State argues that the Association's performance bonus proposals are unreasonable and should not be awarded.

The State opposes the Association's proposal to increase the seven hundred and sixty eight dollar (\$768) location compensation benefit and to expand the number of eligible counties to include Monroe, Erie, Onondaga, Albany. Putnam, Orange and Dutchess. It maintains that other State bargaining units do not have a similar contract provision. The State also points out that Troopers are already compensated pursuant to a statutory geographic pay provision that provides an annual benefit of \$3,650 for Troopers assigned to Rockland and Westchester Counties as well as New York City, and a annual benefit of \$4,800 for Troopers assigned to Nassau and Suffolk Counties. Thus, it argues that the Association's location compensation proposal is unreasonable and should not be awarded.

The State opposes the Association's proposal that Troopers be paid three hundred and thirty five dollars (\$335) for each holiday

actually worked. It points out that Article 10.3 of the 1985-1988 Agreement incorporated into base pay an amount equal to 52.4 hours at straight time rates of pay as compensation for possible holiday work. The State further notes that Troopers are guaranteed a day off for each holiday. Thus, it insists that Troopers are already adequately compensated for holidays. Therefore, the State argues that the Association's holiday pay proposal is unreasonable and should be rejected.

The State opposes the Association's proposal that Troopers be paid one hundred dollars (\$100) per day for being in charge of a shift, as well as the Association's proposal that Troopers be paid fifteen hundred dollars (\$1500) per year for being in charge of a satellite. It maintains that other unionized State employees perform analogous duties. However, the State insists that there is no precedent in State compensation patterns for this type of benefit (Transcript at pgs. 1902-1903). It also contends that Troopers in charge of a satellite can always contact a supervisor at Trooper Headquarters. The State further asserts that the Association has not shown that Troopers in charge of shifts or satellites perform tasks outside their normal range of job duties. Thus, it argues that the Association's in charge of shift and satellite compensation proposals are unreasonable and should not be awarded.

The State opposes the Association's proposal to increase the current overtime meal allowance from \$3.50 to \$5.50 (B-line) and \$7.50 (C-line). It maintains that the current meal allowance is

provided pursuant to the Regulations of the State Comptroller (2 NYCRR 6.14). Thus, the State contends that all overtime eligible employees in the State receive an identical \$3.50 payment as their overtime meal allowance. Therefore, it argues that the Association's overtime meal allowance proposal is unreasonable and should not be awarded.

The State opposes the Association's proposal to increase the current shift and short swing differentials, which range from \$4.86 to \$15.00 per occurrence, to twenty five dollars (\$25) during the first year of the Award, to thirty dollars (\$30) during the second year of the Award, and to thirty five dollars (\$35) during the third year of the Award. It maintains that generally no State employees receive additional compensation for shift work or short swings. The State acknowledges that in the past it has agreed to increase these differentials when the resources were available to do so. However, it contends, at least with regard to shift compensation, that the increases, on a percentage basis, have never been more than the percentage wage increase being received by the Troopers. Therefore, the State argues that the Association's shift differential and short swing compensation proposals are unreasonable and should not be awarded.

The State opposes the Association's proposal that Troopers be permitted to sell-back up to five (5) vacation days and five (5) personal days per year. It maintains that no State unionized employee has had such a benefit since 1979. The State contends that this benefit was eliminated in 1979 from the few contracts

which provided for it, because the benefit was not cost effective. It asserts that the State has consistently resisted its reinstatement. Therefore, the State argues that the Association's proposal to permit Troopers to sell-back accrued vacation and personal days is unreasonable and should not be awarded.

The State opposes the Association's proposal to increase the productivity gain lump sum paid to Troopers who limit their use of paid sick days. It maintains that although other State bargaining units have sought such a benefit, no unionized State employees are paid such a benefit. The State further contends that the Association has been unsuccessful in increasing this benefit since 1982. Therefore, it argues that the Association's productivity gain proposal is unreasonable and should not be awarded.

The State opposes the Association's proposal to increase the annual clothing allowance paid to Troopers from one hundred dollars (\$100) to two hundred and fifty dollars (\$250). The State points out that in addition to a clothing allowance, it provides and maintains Trooper uniforms. It asserts that this is superior to the benefit received by other State employees. For example, the State notes that correction officers are provided with uniforms by the State, but must pay the cost of maintaining those uniforms themselves (Transcript at pg. 1919). It contends that the Association has failed to establish any justification for increasing the clothing allowance paid to Troopers. Therefore, the State argues that the Association's clothing allowance proposal is unreasonable and should be rejected.

The State opposes the Association's proposal to increase the number of days of accumulated sick leave Troopers are paid for upon retirement. It maintains that other State employees are only permitted to trade up to one hundred and sixty five (165) accumulated sick leave days toward the cost of health insurance upon retirement. The State contends that other bargaining units have attempted to obtain a "cash for days at retirement" benefit, but that none has obtained such a provision. It asserts that the Association has failed to establish any justification for increasing this already unique benefit. Therefore, the State argues that the Association's proposal to increase the number of days of accumulated sick leave Troopers are paid upon retirement is unreasonable and should not be awarded.

The State opposes the Association's proposal to provide a cash payment upon retirement equal to five (5) days of pay for every year on the job. It points out that this would be a totally new benefit. The State further contends that no other unionized State employees have been successful at negotiating such a benefit. Therefore, it argues that the Association's retirement proposal is unreasonable and should not be awarded.

The State opposes the Association's proposal to pay plainclothes officers a two hundred and fifty dollar (\$250) per year clothing allowance. It notes that this would be a totally new benefit. The State further asserts that no other State employees receive such a benefit, even though they are required to wear proper business attire. It also points out that all Troopers, even

those who are required to wear plainclothes, already receive a one hundred dollar (\$100) per year clothing allowance. Therefore, the State argues that the Association's clothing allowance proposal for Troopers assigned to wear plainclothes is unreasonable and should not be awarded.

The State opposes the Association's proposal to enhance the health insurance benefits received by Troopers. It maintains that Troopers are already eligible "for essentially the same" health insurance benefits received by unionized, non-unionized and retired State employees (State Brief at pg. 37). The State contends that it purchases insurance for these different employees as a group. It asserts that if particular subsets of these employees use benefits above or below the estimated premium, any dividend or loss is borne by the entire group. Moreover, the State alleges that even if the experience of Troopers were examined separately, they are such a small percentage of the group as a whole that there is no positive or negative impact on the entire group resulting from Trooper utilization rates. Thus, it argues that the Association's supposed basis for increasing health insurance benefits is without merit. Therefore, it claims that the Association's health insurance proposals are unreasonable and should not be awarded.

The State opposes the Association's proposal that under the Troopers' vision care plan, the State pay for all eye examinations, frames and lenses as well as one pair of prescription sunglasses and contact lenses each year. It asserts that no other bargaining unit of State employees has the vision care benefit being proposed

by the Association. The State maintains that the vision care enhancements being requested by the Association are expensive and excessive and will not enhance the health or welfare of the group as a whole. In addition, it contends that the detriment to the State from breaking the pattern among employees with regard to vision care far outweighs any anticipated benefit to Troopers from awarding the Association's vision care proposal. Thus, the State argues that the Association's vision care proposal is unreasonable and should not be awarded.

The State opposes the Association's proposal to increase the Dental Plan's schedule of allowances by two hundred and fifty percent (250%). It asserts that because of the small size of the eligible Trooper group (i.e., 2500), a two hundred and fifty percent (250%) increase in the schedule of benefits will not result in a comparable increase in the number of dentists participating in the plan. The State also contends that an increase in the schedule of allowances may result in participating dentists dropping out of the network. Thus, it argues that the Association's dental plan proposals are unreasonable and should not be awarded.

The State opposes the Association's proposal to pay an annual stipend to Troopers with college degree. It points out that this would be a totally new benefit. The State contends that no other State employee bargaining unit has been successful at negotiating such a benefit. It further contends that there is no rationale for requiring the State to pay for degrees it does not require Troopers to obtain. The State also notes that the Association's proposal

would require the State to compensate Troopers for obtaining college degrees in fields completely unrelated to police work. Therefore, it argues that the Association's college degree stipend proposal is unreasonable and should not be awarded.

The State opposes the Association's proposal to fund the parties' former stipend training program with six hundred and fifty thousand dollars (\$650,0000) annually. It maintains that this item was deleted from the expired Agreement in order to make funds available to place all then active Troopers on the existing salary schedule. The State insists that to reinstate this benefit now would deprive the State of the benefit of the bargain it struck during negotiations for the 1991-1995 Agreement. Therefore, it argues that the Association's stipend training proposal is unreasonable and should not be awarded.

In all, the State asserts that its proposals are justified under the relevant statutory criteria. It asks that they be awarded. The State also claims that the proposals for increases set forth by the Association are unnecessary and excessive.

## OPINION

Several introductory comments are appropriate here. As Interest Arbitrators under the statutory procedure, we must adhere to the relevant statutory criteria set forth in Section 209 (4) (v) of the Civil Service Law. These criteria are:

a. comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

b. the interest and welfare of the public and the financial ability of the public employer to pay;

c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazard of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of the collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.<sup>3</sup>

Throughout this arbitration arguments have abounded concerning

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These statutory criteria are the same as those that govern interest arbitrations involving other public employees in New York State, including local and county police officers. However, unlike interest arbitrations involving local and county police officers, interest arbitrations involving New York State Troopers may "only apply to terms of collective bargaining agreements relating to compensation, including, but not limited to, salary, stipends, location pay, insurance, medical and hospitalization benefits; and shall not apply to non-compensatory issues including, but not limited to, job security, disciplinary procedures and actions, deployment or scheduling, or issues relating to eligibility for overtime compensation which shall be covered by other provisions proscribed by law." Civil Service Law, Section 209.4(e)(1).

whether it was more appropriate to view New York State Troopers as part of the State's vast workforce or as a police force which has more in common with the other municipal and county police departments serving the residents and taxpayers of New York.

The State emphasized that its Troopers were one bargaining unit in a large unionized workforce. It further emphasized that for almost two (2) decades this large unionized workforce has been treated virtually the same in important areas of economic compensation such as percentage wage increases and health insurance benefits. Thus, the State repeatedly argued that the Panel must adhere to the pattern which has developed among State unionized employees when considering the parties' numerous economic proposals.

The Association, on the other hand, emphasized the unique hazards, qualifications and skills involved in police work. It noted that few other State employees had jobs with the same hazards or requiring the same set of qualifications and skills needed for police work. The Association pointed out that only other police personnel share the hazards faced by State Troopers and need similar skills and qualifications in order to successfully perform their job function. Thus, the Association repeatedly argued that the Panel must adhere to the patterns among local law enforcement personnel both within and outside New York State when considering the parties' numerous economic proposals.

Both parties have made important and valid arguments in this regard which were considered and adopted by the Panel in crafting

its Award. The statutory criteria at issue require us to consider the terms of the collective agreements negotiated between the parties in the past. Thus, the State is correct in arguing that we must give appropriate weight to any pattern among State employees which has been adhered to in prior Agreements between the State and the Association or influenced the terms and conditions of those Agreements.

The statutory criteria also require us to consider the peculiarities of the policing profession, i.e., its hazards and its unique physical, mental, educational and training qualifications. Thus, the Association is correct in arguing that we must give appropriate weight to the terms and conditions of employment of other police personnel both within and outside of New York State.

Finally, the statute also requires us to compare the wages, hours and conditions of employment of the State's Troopers with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities. Thus, this aspect of the statute requires us to give appropriate weight to the terms and conditions of employment of other State employees, as the State has emphasized, and to give appropriate weight to the terms and conditions of employment of police personnel in comparable jurisdictions, as the Association has emphasized. We have adhered to these and the other statutory requirements in crafting this Award.

The terms and conditions of employment of other State employees are of major significance. Such evidence is clearly relevant and probative, especially when considering the first two (2) years of the Award set below, which cover the period April 1, 1995 through March 31, 1997. Those two (2) years have already passed and a pattern has been established among State employees with regard to their compensation during that period. Moreover, those are the two (2) years covered by the statute and to which we would have been confined had the parties not granted us the right to award for a longer time period.

Thus, we subscribe to the State's desire to respect the agreements reached between the State and its other unionized employees for these years. Therefore, our Award has conformed, as much as possible, with the agreements already reached by the State with its other unionized employees.

Stated otherwise, the historic relationship and linkage between the Association and the other unions representing State employees must be credited. Our adherence to that relationship is not due solely to the explicit or implicit commitments to retain comparability between these different bargaining units of State employees. Rather, we have attempted to secure, restate and recommit to these historical relationships, especially during the first two (2) years of this Award, because of our belief that these relationships are important. Thus, this Award is not intended, nor may it reasonably be read, to encourage or justify leapfrogging or whipsawing among the different State employee unions. Instead,

this Award is steeped in the pattern that exists among State employees, especially during the first two (2) years of this Award.

Moreover, to deviate from the already existing pattern among State employees would do a disservice to the statutory criteria requiring that "the interest and welfare of the public" and that the wages and benefits of other public employees be weighed. These statutory criteria were clearly intended to foster stable labor relations and to avoid bickering among the State's unionized employees.

However, by their training, job functions, authority and responsibilities, New York State Troopers are entitled to be treated like other police personnel in comparable jurisdictions. The State has the right to hold its Troopers to the same high standards required of other police officers within the State of New York. Therefore, Troopers have the right to be treated like other police officers with regard to their terms and conditions of employment.

Stated otherwise, to the extent that this Award departs from the identifiable and long established pattern of compensation and benefits contained in the agreements of other State bargaining units, it does so in acknowledgment of the unique nature of police work and with regard to legitimate comparisons with other law enforcement agencies.

Given this conclusion, in determining the appropriate employees for comparing wages and working conditions, we have placed a greater emphasis on other police officers rather than the

other employees employed by the State. After all, the great majority of other State employees are not police. We have especially done so during the last two (2) years of our four (4) year Award, which cover a period that the parties have given us a special authority, beyond that expressed in the statute, to address.

As such, we are persuaded that in determining the wages and economic benefits for State Troopers, especially during the last two (2) years of our four (4) year Award, more weight must be afforded to the wages and economic benefits of police personnel in comparable jurisdictions. This, of course, is not a novel idea. It is customary in interest arbitrations involving municipal and county police to place greater emphasis on their colleagues in comparable jurisdictions as opposed to the terms and conditions of employment enjoyed by civilian employees in the same jurisdictions.

Thus, this Award, subsequent to the basic pattern adhered to during the first two (2) years, will begin a fundamental alteration in the economic terms and conditions of employment of New York State Troopers. The Award, especially during its final two (2) years, will more resemble other police collective bargaining agreements within New York State.

Such a change requires a slow and thoughtful implementation. The Association's demands for all aspects of police compensation common within the State is rejected. Instead, a more cautious and transitional approach has been adopted. In this way, the Award responds to both parties' primary concerns and to all of the

relevant statutory criteria. It reflects a step-by-step phase-in designed to bring State Troopers in line with other police officers in terms of the amount and the way they are compensated. However, it does so within the parameters set by the historic patterns that exist among State employees. It also gives weight to the State's economic circumstances. Thus, in effect, this Award can be viewed as two (2) distinct two (2) year phases: the first of which is steeped in the patterns that exist among unionized State employees and the second of which is steeped in the patterns and comparables that exist among police personnel within New York State.

Accordingly, and with these principles in mind, we now turn to the specific proposals made by the parties.

The Association has proposed a three (3) year Award covering the period April 2, 1995 through April 1, 1998. The State, on the other hand, has proposed a four (4) year Award covering the period April 2, 1995 through April 1, 1999. We concur with the State's request for an Award covering a four (4) year period and have formulated this Award based upon a contract term of four (4) years.<sup>4</sup>

A four (4) year Award in this situation makes good sense. First, an Award covering a four (4) year period will enable the parties involved in this proceeding to have a period of time to resume their relationship free from the interruptions of collective negotiations. This period of time also will give the parties the

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Our Award covers the more traditional time frame of April 1, 1995 through March 31, 1999.

opportunity to work with some of the contract changes being awarded herein. They must experience certain fundamental changes that we have established in the way Troopers are treated and compensated. It is only through the passage of time that both the State and the Association will be able to determine if these changes have worked. After a substantial period of review, each of the parties will be able to seek in subsequent negotiations any modification that it deems appropriate.

Second, it is important to note that an Award of only a three (3) years would require negotiations between the parties to begin almost immediately. This would be unduly burdensome on both the State and the Association. This negotiation and arbitration process has required an enormous expenditure of financial and human resources. Thus, we concur with the State's preference for a four (4) year Award.

Third, as emphasized above, a four (4) year Award will give us the time frame needed to give appropriate weight to both the patterns that exist among unionized State employees and the patterns that exist among police personnel within New York State. Both are essential to the formulation of our Award herein.

We now turn to the remaining components of the parties' proposals.

The Association has proposed a seven percent (7%) wage increase on April 1 of each year. The State has proposed a lump sum payment of five hundred and fifty dollars (\$550) for fiscal year 1996-1997, a lump sum payment of seven hundred dollars (\$700)

for fiscal year 1997-1998, a three and one-half percent (3-1/2%) wage increase effective October 2, 1997, and a three and one-half percent (3-1/2%) wage increase effective October 2, 1998. We find both proposals to be unacceptable.

Clearly, given the historic pattern that exists among unionized State employees - including the Troopers - and the financial circumstances of the State, during the first two (2) years covered by this Award, there can be no justification for a salary increase of seven percent (7%) on April 1 of each year, as proposed by the Association. Under no circumstances can this level of increase be justified in light of the relevant statutory criteria.

On the other hand, the State's proposal also is not justified. It would result in the State's Troopers unnecessarily falling further behind their counterparts in comparable jurisdictions. As explained below, the financial circumstances of the State can be taken into account without requiring that the wages of the State's Troopers fall further behind the wages paid to police officers in comparable jurisdictions. Thus, the State's wage proposal also cannot be justified when all of the relevant statutory criteria are taken into account.

Instead, we are persuaded that wage increases between the Association's seven percent (7%) proposal and the State's wage proposal are appropriate here. In addition, we are equally convinced that the wage increases should be split and delayed during those years of the Award in which a wage increase will be

awarded. This will provide a cash savings to the State while permitting the salary rates of its Troopers to keep pace with the salaries paid to officers in comparable jurisdictions. It will, of course, also lessen the total financial cost of the awarded increase in the years of the splits.

In order to determine with specificity the appropriate wage increase, it is necessary to analyze the evidence presented by the parties concerning the statutory criteria.

The first statutory criterion requires a comparison of wages, hours and conditions of employment of the State's Troopers with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.

The evidence demonstrates that both parties have presented a series of public sector jurisdictions which they assert should be compared to the State. There is a certain degree of overlap between the comparable communities relied upon by the Association and the State in their exhibits and charts. Both parties have relied upon comparisons drawn between New York State Troopers and Troopers in Connecticut, Michigan, Illinois, New Jersey, Vermont, Massachusetts and Pennsylvania. The Association and the State also have relied upon comparisons drawn between New York State Troopers and police personnel in a number of large cities, towns and counties within New York State. Finally, both parties have relied upon comparisons with police personnel in jurisdictions not relied

upon by the other party.

Except for the Suffolk County Police Department, we find that the parties have relied upon appropriate comparable jurisdictions. While recognizing that all of these jurisdictions are not identical in all respects to the State, we find that they are clearly comparable. Comparability, rather than identity of communities, is all that is required by the statute. Differences in degrees of comparability can be and have been taken into account when evaluating the evidence drawn from jurisdictions with different degrees of comparability. Thus, we find that the comparisons drawn by the Association and the State to different jurisdiction, except for the Association's comparisons to the Suffolk County Police Department, are relevant to this dispute.<sup>5</sup> The record demonstrates that very few State Troopers work or live in Suffolk County. Nor are there other demographic factors warranting its inclusion in list of comparables. Therefore, we find that the Association's comparisons to the Suffolk County Police Department are inapposite.

The Association has presented evidence that top step Troopers earn six thousand five hundred dollars (\$6,500) less per year than the average top step salary earned by Troopers in large Midwest and Atlantic states (\$46,391 - \$39,891), and five thousand six hundred

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In assessing comparability, we have also considered the statutory geographic pay provision that grants annually \$3,650 to Troopers assigned to Rockland, Westchester and New York City and \$4,800 to Troopers assigned to Nassau and Suffolk. These monies properly also must be considered when evaluating the Association's argument that downstate Troopers lag behind in their municipal and county counterparts.

and eighty nine dollars (\$5,689) less per year than the average top step salary earned by Troopers in contiguous states (\$45,580 - \$39,891) (Association Exhibit No. 28) The Association also has presented evidence that top step Troopers earn significantly less than top step police officers in Nassau County, New York City, Yonkers, Buffalo, Rochester and Albany.

A seven percent (7%) wage increase on April 1 of each year of the Award would result in top step Troopers earning a salary of forty eight thousand eight hundred and sixty eight dollars (\$48,868) per year as of April 1, 1998 ( $\$39,891 \times 1.07 \times 1.07 \times 1.07$ ). This would result in Troopers earning a top step salary greater than the average top step salary earned by Troopers in the comparable states relied upon by the Association and greater than the salary earned by top step police officers in all of the comparable New York jurisdictions relied upon by the Association, except for Nassau County (Association Exhibit No. 28). Nothing in the record supports awarding the State Troopers a wage increase which would so dramatically improve their salary ranking. To the contrary, the evidence submitted by the parties demonstrates that a smaller increase would be sufficient to pay top step Troopers a salary comparable to their counterparts in comparable jurisdictions.

A lump sum payment of five hundred and fifty dollars (\$550) for fiscal year 1996-1997, a lump sum payment of seven hundred dollars (\$700) for fiscal year 1997-1998, a three and one-half percent (3-1/2%) wage increase effective October 2, 1997, and a

three and one-half percent (3-1/2%) wage increase effective October 2, 1998, on the other hand, as proposed by the State, would not adequately address the differences in salaries between the State's Troopers and the police personnel in the comparable jurisdictions relied upon by the State. For example, nothing in the record justifies State Troopers being paid less of a salary after five (5) years of service than police officers in twenty of the comparable upstate jurisdictions relied upon by the State. Yet that is precisely what would occur in at least the first two and one-half (2-1/2) years of the Award if the State's wage proposal were awarded (State Exhibit No. 42 at pg. 20). Thus, there is no persuasive evidence in the record justifying the awarding of the limited wage increases proposed by the State.

Therefore, we find that the evidence of comparability submitted by the parties supports awarding a wage increase in between the wage increases proposed by the parties.

The next statutory criterion requires an evaluation of the interest and welfare of the public and the financial ability of the public employer to pay.

As to the interest and welfare of the public, we agree with the State that its citizens are not benefitted by a salary increase which the State cannot afford and which results in reductions in other needed services. Therefore, logically, the State's proposal which is lower than the Association's, is preferred when evaluating the economic interest and welfare of the public.

However, the public's interest and welfare is also served by

a police force that is stable and whose morale is high. Thus, we are persuaded that a wage package which deviates dramatically from the type of salary increases provided to other police officers in comparable jurisdictions, or which leaves the State's Troopers earning significantly less than police officers in comparable jurisdictions, does not serve the interests and welfare of the citizens of New York State. After all, the interest and welfare of the public is not limited solely to the public's financial interest and welfare. By necessity, it also must involve the community's interest and welfare in having its police force continue to serve its essential needs and provide essential services.

Under any reasonable view, the wage proposal set forth by the State will unnecessarily and invariably cause a decline in police morale. It invariably will also result in retention difficulties, especially among younger officers. This is the clear import of the record testimony. This does not serve the interests and welfare of the public. Moreover, it is not necessitated by the evidence submitted by the State concerning its financial ability to pay.

The State has presented evidence that it is not flush with money. It also has established that its taxpayers are overburdened and that this has retarded economic growth in New York State. Thus, given the current economic climate in the State, this statutory criterion requires that we not award the wage increases being sought by the Association. However, the State has not shown that it cannot afford to pay for wage increases in excess of those proposed by the State. Moreover, we are convinced that the

economic evidence submitted by the parties demonstrates that the State can afford to pay the increases awarded below without increasing the tax burden on New York residents and taxpayers.

Thus, the evidence submitted by the parties concerning this statutory criterion also supports awarding a wage increase in between the increases proposed by the parties.

In addition, by awarding split and or delayed wage increases, the State's financial circumstances can be taken into account without adversely affecting the relative standing of the State's Troopers in terms of salary. Splitting and delaying wage increases, allows Troopers to receive a higher salary at the end of the year than they would be receiving if the same amount in annual wages was paid to those officers over the course of the entire year, after a larger increase at the beginning of the year. It also permits an employer to spend less money while maintaining morale within its police department.

For example, a two percent (2%) wage increase granted on January 1 and a two percent (2%) wage increase granted on July 1, results in Troopers being paid a weekly salary during the last half of the year equal to the weekly salary they would have been paid had they received a four percent (4%) wage increase on January 1. However, over the course of the entire calendar year, the Troopers will have received total wages equivalent to the amount they would have received had they been granted a three percent (3%) wage increase on January 1. Thus, splitting and delaying wage increases has two benefits. At the end of the year Troopers are receiving

the same weekly salary as their counterparts in comparable communities who received their entire increase at the beginning of the year. Whatever ground was lost at the beginning of the year has been made up in rate. However, the State has paid out less in wages for the entire year and has more money available to fund other priorities.

Thus, the financial burden on the public of granting wage increases to Troopers can be taken into account without awarding a wage package which adversely affects the relative standing of the State's Troopers in terms of salary.

The next statutory criterion requires a comparison of the peculiarities of being a Trooper with regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills. The unique and extensive hazards confronted by Troopers are undisputed. Troopers face a considerable risk of serious injury in the line of duty. State Police work also requires unique physical, educational and mental qualifications as well as extensive training.

These unique aspects of being a Trooper do not dictate the awarding of either the Association's or the State's wage proposal. However, they do mandate that the most relevant comparisons to be drawn pursuant to the statutory criteria, are those drawn between police personnel in comparable jurisdictions. Many other employees simply do not face the type and degree of hazards faced by police officers and are not required to possess the combination of

physical and mental skills police officers must acquire.

As noted above, comparisons between the wages paid to the State's Troopers and to police officers in comparable jurisdictions, support the awarding of a wage increase in between the increases proposed by the Association and the State. Thus, we also find that this statutory criterion supports awarding a wage increase in between the increases proposed by the Association and the State.

The next statutory criterion requires a consideration of the terms of the collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

This criterion is an important one in that it recognizes that each negotiation (now including interest arbitration) cannot be viewed in a vacuum. Cognizance must be taken of the parties' bargaining history. In this regard, it is important to consider the relationship between the terms and conditions of employment of the State's Troopers and the State's other unionized employees. As discussed above, the pattern that exists between the different unionized employees within the State cannot be ignored when determining the wages, hours and terms and conditions of employment of the State's Troopers. While not dispositive, that pattern is of enormous significance.

Thus, in determining the appropriate wage increase to be

awarded, we have taken into account the relevant aspects of the parties' prior collective agreements as well as the relevant aspects of the State's collective agreements with its other unionized employees. They, too, support the awarding of a wage increase in between the increases proposed by the Association and those proposed by the State.

After carefully considering the record evidence and the relevant statutory criteria, we have determined that there shall be no wage increase for contract year 1995-1996. Other unionized State employees, i.e., those represented by The Civil Service Employees Association, the Public Employees Federation, AFL-CIO, and Council 82, AFSCME, AFL-CIO, did not receive a percentage wage increase or a lump sum in 1995 (State Exhibit No. 25). The State's unrepresented managerial and confidential employees also did not receive a percentage wage increase or a lump sum in 1995 (State Exhibit No. 25). Thus, the record clearly establishes that there is an absolute pattern of no wage increase being granted to New York State employees in 1995. To provide a wage increase to Troopers in 1995, would do violence to this consistent and uniform pattern and, therefore, would violate the statutory criteria. We are simply unwilling to jeopardize this clear pattern.

During contract year 1996-1997, Troopers shall receive a two percent (2%) across-the-board wage increase effective as of the pay period closest to January 1, 1997. This results in a cost to the State in contract year 1996-1997 equivalent to a one-half percent (1/2%) wage increase. This is less than the two percent (2%) wage

increase received by the members of Council 82, AFSCME, AFL-CIO, in 1996 (State Exhibit No. 25). However, it is more than the zero percent (0%) wage increase received in 1996 by the members of the Public Employees Federation and the State's managerial and confidential employees (State Exhibit No. 25). It also, on average, is slightly more than five hundred and fifty dollar (\$550) lump sum received by the members of The Civil Service Employees Association in 1996 (State Exhibit No. 25). Thus, the two percent (2%) across-the-board wage increase effective as of the pay period closest to January 1, 1997, awarded to the Troopers in contract year 1996-1997, falls between the wage increases granted the State's other employees in 1996. Therefore, this aspect of the wage increase awarded herein, also is consistent with the pattern of wage increases granted to State employees in 1996.

During contract year 1997-1998, Troopers shall receive a two percent and one-half (2-1/2%) across-the-board wage increase effective as of the pay period closest to July 1, 1997, and a three percent (3%) across-the-board wage increase effective as of the pay period closest to January 1, 1998. With the rollover cost of one and one-half percent (1-1/2%) from the January 1, 1997 wage increase, this results in a cost to the State during contract year 1997-1998 equivalent to a 4.125% wage increase (1.50% + 1.875% + .75%).

During 1998-1999, Troopers shall receive a three percent (3%) across-the-board wage increase effective as of the pay period closest to July 1, 1998 and a three and two-tenths percent (3.2%)

across-the-board wage increase effective as of the pay period closest to January 1, 1999. With the rollover cost of .625% from the two percent and one-half (2-1/2%) July 1, 1997 increase and the rollover cost of two and one-quarter percent (2.25%) from the three percent (3%) January 1, 1998 increase, this results in a cost to the State during contract year 1998-1999 equivalent to a 5.925% wage increase (.625% + 2.25% + 2.25% + .8%).

Thus, over the life of the Agreement, the State's Troopers shall receive a thirteen and seven tenths percent (13.7%) across the board rate increase in their salaries. However, due to splits and delays in the awarded wage increase, the cost to the State over the life of the four (4) year Award is equivalent to 10.55%, which averages out to an annual wage increase of 2.64%.<sup>6</sup>

These wage increases are in line with the evidence concerning the statutory criteria submitted by the parties. They respect the pattern of percentage wage increases among the State's other unionized employees, who did not receive a wage increase in 1995 and who received either no or a minimal wage increase in 1996 (State Exhibit No. 25). However, they also grant Troopers larger wage increases during fiscal year 1997-1998 and fiscal year 1998-1999. Thus, in the final two (2) years of the Award we have treated Troopers more like police personnel in comparable jurisdictions and have begun a fundamental alteration in the

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Of course, there is a roll-over cost of 3.15% (.75% + 2.4%) in 1999-2000 as a result of delaying the increases in 1998-1999 until July 1, 1998 and January 1, 1999, respectively.

economic terms and conditions of employment of the Troopers.

Thus, the financial circumstances of the State and its residents and taxpayers have been taken into account and the wages of the State's Troopers have been brought more into line with the wages of police personnel in comparable jurisdictions.

The record also demonstrates that since the last Agreement between the parties, the educational and training requirements for new Troopers have expanded. This is clearly the type of circumstance that requires a reevaluation of the salaries paid to the entire Trooper classification. After considering this change in minimum qualifications as well as the relevant evidence concerning the statutory standards, we find that there shall be an upward reconciliation in Trooper salaries effective as of the pay period closest to July 1, 1996, to look as follows:

**Annual Basic Salary Levels for Troopers**

**July 1, 1996**

<b>Academy Trainee</b>	<b>29,634</b>
<b>Trainee II</b>	<b>31,863</b>
<b>STEP 1</b>	<b>34,094</b>
<b>STEP 2</b>	<b>34,094</b>
<b>STEP 3</b>	<b>36,324</b>
<b>STEP 4</b>	<b>39,237</b>
<b>STEP 5</b>	<b>41,088</b>

In addition, Troopers shall be awarded the following across the board increases in their base wages:

January 1, 1997	2% across-the-board wage increase
July 1, 1997	2.5% across-the-board wage increase
January 1, 1998	3% across-the-board wage increase
July 1, 1998	3% across-the-board wage increase

January 1, 1999            3.2% across-the-board wage increase

As a result of this reconciliation and these wages increases, the wages of top step Troopers have been increased substantially from the top step wage rate of \$39,891 as of April 1, 1996. As of July 1, 1996, the top step wage rate for Troopers shall be \$41,088. As of January 1, 1997, the top step wage rate for Troopers shall be \$41,910. As of July 1, 1997, the top step wage rate for Troopers shall be \$42,958. As of January 1, 1998, the top step wage rate for Troopers shall be \$44,247. As of July 1, 1998, the top step wage rate for Troopers shall be \$45,574. As of January 1, 1999, the top step wage rate for Troopers shall be \$47,032. Thus, over the life of the Award, the top step wage rate for Troopers will be increased by seven thousand one hundred and forty one dollars (\$7141) from \$39,891 to \$47,032.<sup>7</sup>

Currently, Troopers appointed on or after January 1, 1993 are on a different salary schedule than those hired prior to January 1, 1993. The top step, i.e., the maximum base salary without longevity, is the same on each schedule, but it takes nine (9) years to reach the top step on the parties' post-January 1, 1993 Appendix B and only five (5) years to reach the top step on the parties' pre-January 1, 1993 Appendix A. Post-January 1, 1993 Troopers also must work for two (2) years before receiving their first increase on the salary schedule to the step designated at

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We intend all increases granted in this Award to be limited to active Troopers on the date of this Award or to Troopers who have retired or have been promoted after April 1, 1995.

Trainee II. (See pg. , infra. See also, State Brief at pgs. 17-18; Joint Exhibit No. 1 at pgs.109-111).

The Association has proposed that the nine (9) year salary schedule should be eliminated and that all Troopers be placed on the same five (5) step salary schedule, retroactive to April 1, 1995. It also has proposed that Troopers be promoted to Trainee II after six (6) months and graduation from the academy.

Evidence concerning comparability clearly supports the Association's proposals regarding the salary schedule. Comparisons with thirty six (36) large towns in New York and with large cities within the State demonstrate that none of these comparable police departments have more than five (5) steps on their salary structures (Association Exhibit 28; Transcript at pgs. 314-315).

In addition, the record demonstrates that many post-January 1, 1993 Troopers have experienced significant and embarrassing financial hardships as a result of this two (2) tiered wage system which keeps post-January 1, 1993 Troopers at the first step of the salary structure for their first two (2) years of employment. Through no fault of their own, some post-January 1, 1993 Troopers have been forced to accept government assistance available through the Food Stamp and the Woman, Infants and Children (WIC) program, to rely upon credit in order to buy necessities such as diapers and baby food, to move in with or accept financial assistance from parents and/or in-laws, and to declare personal bankruptcy (Transcript at pgs. 347-349, 363, 377, 393-396, 405, and 412). As Superintendent James McMahon testified, retention and high morale

of young Troopers is extremely important to the Division.

Obviously, this is extremely demoralizing for newly hired Troopers and serves neither the interest nor the welfare of the public. Moreover, the record shows that these morale problems are further exacerbated by the wage disparities between pre and post-January 1, 1993 Troopers (Transcript at pg. 326-327). Finally, the record establishes that a number of post-January 1, 1993, Troopers have resigned to take higher paying positions with other police departments because of this two (2) tiered wage system which fails to reward Troopers for graduating from the Academy or for successfully completing their challenging first year of employment.

For these reasons, we are persuaded that newly hired Troopers merit a slight wage increase after graduating from the Academy and after completing their first year of employment. We also are convinced that the two (2) tiered wage system must be abolished and that all Troopers must be part of the same six (6) step salary system which permits Troopers to reach the top step after five (5) years. Thus, these aspects of the Association's wage proposals shall be awarded. However, they shall not be awarded retroactive to April 1, 1995 as requested by the Association. That would place too much of a burden on the State. Therefore, we shall direct that these improvements be effective as of the pay period closest to April 1, 1996. We also note that this equity adjustment does not do havoc to the basic State pattern for the first two (2) years of the Agreement. After all, it is undisputed that equity adjustments have always been permissible within the overall established

pattern. Additionally, and of great significance to the Panel, the undisputed evidence was that a two (2) tiered wage system exists in no other State unit.

As a result of these changes in wages received by Troopers, including the wage increases and the reconciliation discussed above, all Troopers will now be placed on the same salary schedule which shall be as follows:

**Annual Basic Salary Levels for Troopers**

	<u>4/1/96</u>	<u>7/1/96</u>	<u>1/1/97</u>	<u>7/1/97</u>
Academy Trainee	\$28,771	\$29,634	\$30,227	\$30,983
Trainee II	30,935	31,863	32,500	33,313
STEP 1	33,101	34,094	34,776	35,645
STEP 2	35,266	36,324	37,050	37,976
STEP 3	36,559	37,656	36,409	39,369
STEP 4	38,094	39,237	40,022	41,023
STEP 5	39,891	41,088	41,910	42,958

**Annual Basic Salary Levels for Troopers**

	<u>1/1/98</u>	<u>7/1/98</u>	<u>1/1/99</u>
Academy Trainee	\$31,912	\$32,869	\$33,921
Trainee II	34,312	35,341	36,472
STEP 1	36,714	37,815	39,025
STEP 2	39,115	40,288	41,577
STEP 3	40,550	41,767	43,104
STEP 4	42,254	43,622	44,915
STEP 5	44,247	45,574	47,032

The now expired Agreement contains the following three (3) longevity steps: nine (9) years of service - \$1,617; fourteen (14) years of service - \$3,392; and twenty (20) years of service - \$3,896. The Association has proposed that the longevity payments be increased at all levels.

The evidence concerning comparability supports awarding Troopers an increase in their longevity benefit (Association Exhibit No. 28). In addition, it supports altering the parties' structure of longevity payments so that Troopers are rewarded with increased longevity payments at more regular intervals in their careers. This is common in police contracts in comparable jurisdictions. In addition, along with the salary schedule awarded above, granting Troopers increased longevity benefits at regular intervals in their tenure with the State will create a career ladder which encourages Troopers to remain on the job after they have been trained by the State and acquired the type of knowledge concerning police work that cannot be taught in the classroom but must be acquired on the job.

These changes, however, shall not be awarded all at once. That would be too burdensome on the State. Therefore, they shall be instituted gradually over the life of the Award.

Thus, effective as of the pay period closest to April 1, 1996, Troopers with eight (8) or more years of service shall be paid a longevity benefit of two hundred and twenty five dollars (\$225) for each year of service, up to twenty (20) years of service. Effective as of the pay period closest to April 1, 1997, Troopers with seven (7) or more years of service shall be paid a longevity benefit of two hundred and twenty five dollars (\$225) for each year of service, up to twenty (20) years of service. Effective as of the pay period closest to April 1, 1998, Troopers with six (6) or more years of service shall be paid a longevity benefit of two

hundred and seventy five dollars (\$275) for each year of service, up to twenty (20) years of service. However, no Trooper shall receive less in longevity payments as a result of the implementation of this new longevity system.

Thus, pursuant to the salary schedule and the longevity increases awarded above, Troopers will reach the top step of the salary structure at the end of their fifth year of employment. Troopers will then receive their first longevity payment at the end of their sixth year of employment and will continue receiving larger longevity payments until the end of their twentieth year of employment.

This results in a clear career path for Troopers and comports with the way many local and county police departments in New York State provide longevity to their police officers. In addition, a longevity payment of two hundred and seventy dollars (\$275) for each year of service up to twenty (20) years, represents a fair increase in longevity pay which comports with the longevity benefits received by officers in many comparable jurisdictions (Association Exhibit No. 28).

Finally, we have limited the growth in longevity payments to twenty (20) years of service for a number of reasons. First, it is consistent with the pattern among police officers in many comparable jurisdictions. Second, it compensates Troopers for the period that most police in the State remain in public police work: twenty (20) years. Third, the State's other longevity programs do not generally exceed twenty (20) years. As we have pointed out

elsewhere in this Opinion and Award, we have attempted to adhere to the patterns among State employees unless there has been a compelling reason to treat Troopers differently.

Currently, State Troopers do not receive a stipend for maintenance or inconvenience. The Association has proposed that State Troopers receive a four thousand seven hundred and fifty dollar (\$4,750) annual stipend to be paid in the same manner as basic salary in order to compensate Troopers for the inconveniences relating to their work, including rotating shifts, relocation, involuntary transfers and out-of-area details and assignments. It also has proposed that the stipend be included in the calculation of overtime and that it be increased by the same percentage increases applied to basic salary.

The evidence demonstrates that many of the most inconvenient aspects of a State Trooper's professional life are not experienced by other police officers in New York State. The record shows that certain statewide emergencies require hundreds of Troopers from across the State to assemble at specific locations on extremely short notice. These assignments can require Troopers to stay away from home for a week or more. For example, large numbers of Troopers from throughout the State were assembled on short notice to deal with Seneca Indian tax protests in 1997, the TWA plane crash off of Long Island in 1996, a New York State Thruway closure by Native American protesters in 1992 and unrest at the St. Regis Indian Reservation in 1989. Troopers also are assembled on short notice to help deal with natural disasters such as floods and

fires.

Large and small planned events also require Troopers to work away from their home areas. For example, large numbers of Troopers from throughout the State have been assembled to provide a police presence at the New York State Fair in Syracuse, at the Annual Greekfest, at the Governor's convention in 1996, for the Papal visit in 1995, and at the Woodstock reunion in 1994.

Clearly, Trooper quality of life is adversely affected by these types of assignments which require Troopers to spend time away from their homes and families. Local law enforcement officers within the State do not experience these types of assignments on a regular basis. Moreover, Troopers in other jurisdictions, such as New Jersey and Nebraska receive additional compensation for these types of assignments (State Exhibit No. 42).

Thus, after considering the relevant statutory criteria and the record at issue, we find that Troopers should be compensated for these types of assignments. However, the Association's proposal is too broad. It awards a stipend to Troopers who are not given these type of assignments and who suffer no inconvenience as a result of these assignments.

Therefore, we shall direct that a joint Emergency Response Compensation Committee, with representatives from the State and the Association, be established and funded in the amount of five hundred thousand dollars (\$500,000) per year in contract year 1997-1998 and contract year 1998-1999. These funds shall be used to pay stipends to Troopers who during those years are assigned on short

notice to situations of an emergency nature throughout the State. The Committee shall establish standards for eligibility and payment. It is recommended that the Committee review and evaluate all of the situations of an emergency nature that arise over the course of an entire fiscal year before determining payment levels for that year. Any monies unexpended from the five hundred thousand dollar (\$500,000) allocation in contract year 1997-1998 shall be carried over to and made available in contract year 1998-1999. The Public Member of this Panel shall retain jurisdiction for the purpose of resolving any disputes between the parties concerning emergency response compensation.

Currently, State Troopers do not receive any additional compensation for specialty assignments. The Association has proposed that Troopers receive a twenty five dollar (\$25) per day stipend when actually performing the following duties: Firearms Instruction, Mobile Response Team, Field Training Officers, and Hazardous Devices Unit. The Association also has proposed that Troopers who are members of the Division's Scuba Unit be paid an twenty six hundred dollar (\$2,600) annual stipend.

The record clearly demonstrates that members of these specialized squads possess skills beyond those required of regular Troopers. It also establishes that members of these specialized squads face additional risks and/or perform supervisory type duties. Thus, after considering the statutory criteria and the relevant evidence, we find that members of these specialized squads should be compensated for their special contributions and the

additional risks to which they are exposed. However, we find no justification in the record for treating member of the Scuba Unit differently than members of the other specialized squads.

Therefore, Troopers assigned to the Mobile Response Team, Hazardous Devices Unit, Scuba Unit, or as Firearms Instructor or Field Training Officer, shall receive a twenty five dollar (\$25) per day stipend above and beyond other compensation for each day, or portion thereof, on which the member is actually assigned by appropriate supervisory authority to the performance of the specialty at issue, or where he or she engages in scheduled training under appropriate supervisory authority in connection with said specialty.

Currently, Troopers who meet the following criteria receive an annual bonus payment of two hundred dollars (\$200): i) fifteen (15) years or more of service, ii) an "excellent" overall performance rating, and iii) satisfaction of the Division's height and weight standard in their last physical examination (Joint Exhibit No. 1 at pgs. 22-23). The Association has proposed that this annual performance bonus be increased from two hundred dollars (\$200) to five hundred dollars (\$500) and that the height and weight standard be eliminated.

The performance bonus has not been increased since it was introduced in 1985. Moreover, even the Deputy Superintendent of the New York State Police, John Folino, acknowledges that the existing height and weight standards do not necessarily represent good physical fitness or performance (Transcript at pg. 2449).

This, however, does not mean that all physical performance standards should be eliminated. Rather, it demonstrates that the performance bonus should be replaced with a new physical fitness program.

Moreover, the record reflects that the Division and the Association have been involved in discussions with a consultant to devise a new physical fitness program. This program will initially involve an assessment of Trooper fitness and then, eventually, the payment of financial incentives to Troopers who satisfy certain specified and agreed upon standards. Testimony demonstrates that based upon these meetings with the consultant, two million, four hundred thousand dollars (\$2,400,000) will be needed to conduct the program for a two (2) year period. We concur with the Division's desire to implement such a program. We note that the Association also is in favor of its adoption.

Thus, we shall direct that a total of two million, four hundred thousand dollars (\$2,400,000) shall be made available by the State in fiscal year 1997-1998 and fiscal year 1998-1999 to be used for fitness assessments and fitness bonuses. In fiscal year 1997-1998, all Troopers shall receive a two hundred and fifty dollar (\$250) stipend for participating in a new Fitness Assessment Program. In fiscal year 1998-1999, Troopers meeting various levels of fitness standards shall receive a stipend on or about February 1, 1999 from the unexpended portion of the two million, four hundred thousand dollar (\$2,400,000) fund, in amounts to be determined by a committee consisting of representatives from the

State and the Association.

Currently, Troopers assigned to New York City, Nassau, Rockland, Suffolk and Westchester Counties receive seven hundred and sixty eight dollars (\$768) per year as location compensation (Joint Exhibit No. 1 at pgs. 23-24). The Association has proposed that location compensation be increased from seven hundred and sixty eight dollars (\$768) per year to one thousand dollars (\$1000) per year. It also has proposed that location compensation be expanded to Troopers assigned to the following counties: Monroe, Erie, Onondaga, Albany, Putnam, Orange and Dutchess.

There is insufficient evidence in the record to justify expanding location compensation to Troopers assigned to Monroe, Erie, Onondaga, Albany, Putnam, Orange and Dutchess Counties. However, there is evidence in the record supporting an increase in location compensation. This aspect of Trooper compensation clearly has not kept pace with inflation (Association Exhibit No. 28).

Thus, we shall direct that location compensation be increased from seven hundred and sixty eight dollars (\$768) per year to seven hundred and ninety five dollars (\$795) per year, effective as of the pay period closest to April 1, 1997. Location compensation shall be increased further to eight hundred and twenty three dollars (\$823) per year, effective as of the pay period closest to April 1, 1998. These increases, which are less than the increase proposed by the Association and are being introduced over only the last two (2) year period of the Award, take into consideration both the evidence supporting an increase in this benefit and the

evidence concerning the State's financial circumstances. They also comport with increases in location compensation received by other State workers during the same time frame. Therefore, they are clearly supported by the relevant statutory criteria.

Currently, State Troopers receive no additional compensation for working on a holiday. The Association has proposed that Troopers be paid three hundred and thirty five dollars (\$335) for each holiday actually worked.

The record demonstrates that effective June 13, 1985, 52.4 hours of work at straight time was incorporated into the basic annual salary as compensation for holiday work. Since there has been a subsequent erosion in the purchasing power of this base salary, we are persuaded that the 1985 payment no longer adequately compensates Troopers for holiday work. In addition, New York State Troopers who work on holidays receive substantially less of a benefit than the benefit paid to Troopers who work on holidays in other states and less than the holiday benefit paid to other New York State city and county police personnel (Association Exhibits Nos. 28 and 29). However, given the other wage and benefit proposals awarded herein, we find that the Association's proposal is excessive.

Thus, after considering the statutory criteria and the relevant evidence of record, we direct that all Troopers, except those undergoing their initial training at the State Police Academy, on the payroll on the last day of the pay period in which November 1 falls, shall receive additional holiday compensation at

their per diem rates of pay in the amount of two (2) days (sixteen (16) hours) in contract year 1996-1997, three (3) days (twenty four (24) hours) in contract year 1997-1998, and four (4) days (thirty two (32) hours) in contract year 1998-1999. The holiday payments shall be made by separate check on or about December 1 in each of the contract years referred to above. Once again, these increases, which are less than the increase proposed by the Association, take into consideration both the evidence supporting an increase and the evidence concerning the State's financial circumstances. Therefore, they clearly are supported by the relevant statutory criteria.

Currently, Troopers in charge of a shift receive no additional compensation. The Association has proposed that Troopers in charge of a shift receive a one hundred dollar (\$100) per day stipend. This would be an entirely new benefit. Given the other wage and benefit improvements awarded herein and the State's financial circumstances, we find that there is no persuasive evidence in the record supporting the awarding of this new benefit to Troopers. Therefore, it shall not be awarded.

Currently, Troopers in charge of a satellite station receive no additional compensation. The Association has proposed that Troopers in charge of a satellite station receive an annual stipend of fifteen hundred dollars (\$1500). The record demonstrates that Troopers in charge of a satellite station assume administrative and supervisory-type responsibilities which warrant additional compensation. These individuals, because of their location in

remote areas, often must make decisions independently of supervisory personnel. However, given the State's financial circumstances and the other wage and benefit improvements awarded herein, we again find that the Association's proposal is too generous. Therefore, we find that effective as of the pay period closest to April 1, 1997, Troopers in charge of a satellite station shall be paid a four hundred and thirty five dollar (\$435) annual stipend. This stipend shall be paid on a biweekly basis.

Currently, Troopers receive a three dollar and fifty cent (\$3.50) meal allowance in accordance with the Rules and Regulations of the Comptroller (2 NYCRR 6.14) (Joint Exhibit No. 1 at pg. 51). The Association has proposed that the B-line meal allowance be increased to five dollars and fifty cents (\$5.50) and that the A and C-line meal allowance be increased to seven dollars and fifty cents (\$7.50). It also has proposed that the number of consecutive hours worked in order to be eligible for a meal allowance be reduced from eleven (11) hours to six (6) hours when working on a pass day. Given the other wage and benefit improvements awarded herein, we find that there is no persuasive evidence in the record supporting the awarding of this benefit improvement. It also would adversely affect the pattern of meal payments for other State employees. Therefore, the Association's meal allowance proposal shall not be awarded.

Currently, Troopers receive additional compensation of \$7.82 for working the A-lines (11:00 p.m. to 7:00 a.m. and 9:00 p.m. to 5:00 a.m.) and \$4.56 for working the C-line (3:00 p.m. to 11:00

p.m.) (Joint Exhibit No. 1 at pg. 55). The Association has proposed that compensation for working the A-lines be increased to fifteen dollars (\$15.00) and that compensation for working the C-line be increased to ten dollars (\$10.00) per occurrence.

The record demonstrates that shift compensation has increased only modestly since it was introduced in 1981. It further demonstrates that shift compensation has not increased at all since 1990. The evidence concerning comparability also shows that shift compensation for New York State Troopers lags behind the shift compensation paid to police personnel in comparable jurisdictions (Association Exhibit Nos. 28 and 30). Thus, we find that the record supports improving Trooper shift compensation.

Therefore, effective as of the pay period closest to April 1, 1995, A-line shift compensation, which is presently at seven dollars and eighty two cents (\$7.82) per occurrence, shall be increased by four percent (4%) to eight dollars and fourteen cents (\$8.14) per occurrence and C-line shift compensation, which is presently at four dollars and fifty six cents (\$4.56) per occurrence, shall be increased by four percent (4%) to four dollars and seventy four cents (\$4.74) per occurrence.

Effective as of the pay period closest to April 1, 1996, A-line shift compensation shall be increased by five and one-quarter percent (5.25%) to eight dollars and fifty six cents (\$8.56) per occurrence and C-line shift compensation shall be increased by five and one-quarter percent (5.25%) to four dollars and ninety nine cents (\$4.99) per occurrence. It is important to note that these

figures approximate the across the board increases in the expired agreement, a time during which no change was made in shift differential, despite the historic pattern of increasing shift differential by the same percentage as across the board increases.

Effective as of the pay period closest to April 1, 1997, A-line shift compensation shall be increased by five and one-half per cent (5.50%) to nine dollars and three cents (\$9.03) per occurrence and C-line shift compensation shall be increased by five and one-half per cent (5.50%) to five dollars and twenty seven cents (\$5.27) per occurrence. This percentage increase stems directly from the across the board increases awarded in this same time frame, as per the historic pattern.

Effective as of the pay period closest to April 1, 1998, A-line shift compensation shall be increased by six and two-tenths percent (6.2%) to nine dollars and fifty nine cents (\$9.59) per occurrence and C-line shift compensation shall be increased by six and two-tenths percent (6.2%) to five dollars and sixty cents (\$5.60) per occurrence. Again, this percentage increase stems directly from the across the board increases awarded in this same time frame.

Currently, Troopers who work a short swing, i.e., from "B" (7:00 a.m. to 3:00 p.m.) to "A" (11:00 p.m. to 7:00 a.m.), or from "C" (3:00 p.m. to 11:00 p.m.) to "B", on consecutive days, receive a payment of twenty dollars (\$20) per occurrence (Joint Exhibit No. 1 at pgs. 55-56). The Association has proposed that the short swing payment be increased to twenty five dollars (\$25) in the

first year of the Award, to thirty dollars (\$30) in the second year of the Award, and to thirty five dollars (\$35) in the third year of the Award.

The record demonstrates that short swing compensation has not been increased since 1990. It further demonstrates that Troopers who work a short swing have only eight (8) hours between shifts on consecutive days. However, given the State's financial circumstances and the other wage and benefit improvements awarded herein, we again find that the Association's proposal is too generous. We also reject any increase during the first two (2) years of this Award.

Therefore, we find that effective as of the pay period closest to April 1, 1997, swing shift compensation shall be increased from twenty dollars (\$20) per occurrence to twenty five dollars (\$25) per occurrence. We further find that effective as of the pay period closest to April 1, 1998, swing shift compensation shall be increased from twenty five dollars (\$25) per occurrence to thirty dollars (\$30) per occurrence. These increases, which are less than the increases proposed by the Association, take into consideration both the relevant evidence supporting an increase and the relevant evidence concerning the State's financial circumstances, as well as adhering to the pattern for the first two (2) years of this Award. Therefore, these awarded increases are clearly supported by the statutory criteria.

Currently, Troopers are permitted to sell-back up to thirty (30) days of accrued vacation upon retirement. The Association has

proposed that Troopers be permitted to sell-back up to five (5) days of vacation and five (5) days of personal leave annually at per diem rates of pay. This would be an entirely new benefit. We see no basis for awarding this benefit. In all, given the other wage and benefit improvements awarded herein and the State's financial circumstances, we find that there is no persuasive evidence in the record supporting the awarding of this new benefit to Troopers. Therefore, it shall not be awarded.

Currently, Troopers receive a lump sum payment in June of each year based upon their use of paid sick days during the previous fiscal year. Troopers who use less than five (5) sick days are paid two hundred and fifty dollars (\$250) and Troopers who use from five (5) to eight (8) sick days are paid one hundred and twenty five dollars (\$125) (Joint Exhibit No. 1 at pgs. 62-63). The Association has proposed that these productivity gain payments be increased to fifteen hundred dollars (\$1500) for Troopers who use less than five (5) sick days per year and to seven hundred and fifty dollars (\$750) for Troopers who use from five (5) to eight (8) sick days per year.

The record persuasively establishes that this productivity gain program reduces the State's overtime expenses by giving Troopers an incentive not to use their paid sick leave. However, it also demonstrates that these productivity gain payments have not been increased since they were introduced in 1982. Lagging so far behind the actual cash value of a sick day invariably will eliminate some of the incentive to certain Troopers to refrain from

using sick days when they are well enough to attend work. Stated otherwise, the economic value of these payments has declined over the years thereby reducing their value as an incentive for certain Troopers not to use their paid sick leave. Therefore, we find that the record supports improving this productivity program but at a rate less than that proposed by the Association.

We further find that during the last two (2) years of the Award the incentive for Troopers not to use their sick leave should be enhanced by eliminating the payments for Troopers who use more than five (5) sick days per year. This will, hopefully, result in real economic and productivity gains for the Division.

Thus, effective April 1, 1995, Troopers who use less than five (5) sick days per year shall be paid one thousand dollars (\$1000) and Troopers who use from five (5) to eight (8) sick days per year shall be paid five hundred dollars (\$500). Effective April 1, 1997, Troopers who use three (3) or fewer sick days per year shall be paid one thousand two hundred and fifty dollars (\$1250) and Troopers who use more than three (3) but no more than five (5) sick days per year shall be paid six hundred and twenty five hundred dollars (\$625). Troopers who use more than five (5) sick days per year shall no longer be eligible for a productivity gain payment.

Effective April 1, 1998, Troopers who use three (3) or fewer sick days shall be paid one thousand three hundred and fifty dollars (\$1350) and Troopers who use more than three (3) but no more than five (5) sick days per year shall be paid six hundred and seventy five hundred dollars (\$675). We believe this balance of

increasing the amount of the incentive while eliminating the eligibility for the incentive for those utilizing five (5) days or more per year will serve the interests of both parties.

The Association has proposed that the current clothing allowance paid to Troopers be increased from one hundred dollars (\$100) to two hundred and fifty dollars (\$250) per year. It also has proposed that the current clothing allowance paid to Troopers who wear plainclothes be increased from one hundred dollars (\$100) to two hundred and fifty dollars (\$250) per year. Given the other wage and benefit improvements awarded herein and the State's financial circumstances, we find that there is no persuasive evidence in the record supporting any improvement in the clothing allowance. We also note that awarding this change will upset the State pattern regarding clothing allowance with its other State units. Therefore, no improvement shall be awarded.

Currently, Troopers may accumulate up to two hundred and sixty (260) days of paid sick leave. At retirement, Troopers are paid a lump sum cash payment equal to their daily rate of pay times the number of sick days accumulated minus one hundred and sixty five (165) divided by five (5). Thus, a Trooper who retires after accumulating the maximum of two hundred and sixty (260) days of sick leave will receive a lump sum payment equal to nineteen (19) sick days ( $260 - 165 = 95$  divided by  $5 = 19$ ) (Joint Exhibit No. 1 at pgs. 59-60). The Association has proposed that this formula be changed to one-half ( $\frac{1}{2}$ ) of the number of accumulated sick leave days so that a Trooper who has accumulated the maximum number of

sick leave days (i.e., 260) would receive payment for one hundred and thirty (130) sick leave days upon retirement.

The record demonstrates that payment for accumulated sick leave has not been increased since the parties negotiated their 1985-1988 Agreement. It also shows that police officers in comparable jurisdictions receive a far more generous payment for accumulated sick leave. Therefore, we find that the record supports improving this benefit, but at a more moderate rate than that proposed by the Association. We shall improve this benefit by increasing the number of sick leave days Troopers may accumulate, but shall not change the contractual formula by which this benefit is calculated. Thus, Troopers will be encouraged to reduce the State's overtime expenses by accumulating more sick days without imposing an undue financial burden on the State. However, no change is appropriate in the first two (2) years of this Award.

Effective April 1, 1997, the number of sick leave days Troopers shall be able to accumulate and sell-back upon retirement pursuant to the contractual formula, shall be increased from two hundred and sixty (260) days of paid sick leave to two hundred and eighty five (285) days of paid sick leave. Effective April 1, 1998, the number of sick leave days Troopers shall be able to accumulate and sell-back upon retirement pursuant to the contractual formula, shall be increased from two hundred and eighty five (285) days of paid sick leave to three hundred (300) days of paid sick leave. Thus, Troopers are being encouraged to accumulate an additional forty (40) days of sick leave over the life of this

Award. The State, however, will only be required to pay Troopers that do so an additional eight (8) days of pay (40 divided by 5) upon their retirement.

The Association has proposed that Troopers be paid a lump sum upon retirement equal to five (5) days of pay at per diem rates for each year of employment. This would be an entirely new benefit. It is beyond what can reasonably be accomplished by the Association in a single round of negotiations. Moreover, given the other wage and benefit improvements awarded herein and the State's financial circumstances, we find that there is no persuasive evidence in the record supporting the awarding of this new benefit to Troopers. Therefore, it shall not be awarded.

The Association has proposed that Troopers with college degrees be paid the following amounts annually: Associates Degree - five hundred dollars (\$500); Bachelors Degree - one thousand dollars (\$1000); Masters Degree (except Masters Program) - fifteen hundred dollars (\$1500). This would be an entirely new benefit. Moreover, rather than being a one (1) time lump sum payment, as the parties had in the past, it would impose a continuing annual obligation upon the State. In addition, it would compensate Troopers for obtaining college degrees which the State has chosen not to require or even encourage them to obtain. Given the other wage and benefit improvements awarded herein and the State's financial circumstances, we find that there is no persuasive evidence in the record supporting the awarding of this new benefit to Troopers. We also note the enormous impact that this benefit

potentially could have on the State as other State employees with degrees that are not required as a condition of their employment also might seek additional compensation. In all, we conclude that the Association's college degree proposal is without merit. It shall not be awarded.

The record demonstrates that pursuant to prior Agreements, the parties conducted professional development programs in which Troopers received a stipend for attending a training session in a subject agreed upon by the parties. It further demonstrates that the parties funded a Tuition Reimbursement Program and a Masters Degree Program pursuant to which several Troopers obtained Masters Degrees. Funding for these programs was reduced to fifty two thousand dollars (\$52,000) in the 1991-1995 Agreement, and eliminated at the conclusion of that Agreement. The Association has proposed that the State continue to fund this Professional Development Program. It sought the amount of six hundred and fifty thousand dollars (\$650,000) per year.

This proposal makes good sense. A professional development program benefits both Troopers and the Division as a whole. More importantly, it clearly is in the interest of the public. However, given the wage and other benefit improvements awarded herein, as well as the State's financial circumstances, we again find that the amount proposed by the Association for an important benefit is too generous. Therefore, we shall direct that the Professional Development Fund be continued by the parties and funded by the State at an annual level of three hundred and fifty thousand

dollars (\$350,000), beginning on April 1, 1997. We note that this was the level of funding from 1985 to 1991.

Currently, the State pays ninety percent (90%) of the cost of individual health coverage for Troopers and seventy five percent (75%) of the cost of family health coverage for Troopers (Joint Exhibit No. 1 at pg. 31). The Association has proposed that the State pay one hundred percent (100%) of the cost of individual or family coverage for all Troopers, including those retiring during or after the term of the Award, until a Trooper is eligible for Medicare.

This proposal is not supported by the evidence. Troopers currently contribute the same percentages for health insurance coverage as other State employees. Thus, adopting this proposal would upset the pattern among State employees. We believe that there is no justification for such a result.

The Association has sought to justify this proposal by claiming that Troopers use health insurance benefits at a lesser rate than other employees. However, this alleged justification is antithetical to the concept of group insurance, which spreads the risk of medical costs over a large pool of employees. It would be impractical and chaotic to require the State to continually readjust the premium contributions of different groups of State employees based upon their favorable or unfavorable experience over a period of time. Therefore, the Association's health insurance premium contribution proposal will not be awarded.

The Association has proposed a number of enhancements to the

health insurance benefits provided to Troopers. Currently, the Empire Plan available to Troopers provides a first dollar ambulance benefit of \$50/\$70. The Association has proposed that this be replaced by a thirty five dollar (\$35) copayment for ambulance services.

This proposal has merit. The record shows that given the way ambulance services are now delivered, the current first dollar ambulance benefit of \$50/\$70 is insufficient. As a result of technological changes, most ambulance services are now provided by advanced life support vehicles that function as more than simply a means of transportation to the hospital. Since this technology is costly, the ambulance benefit provided to Troopers must be adequate enough not to act as a barrier to the use of this important benefit.

Therefore, effective no later than October 1, 1997, covered medical expenses for local professional ambulance services under the Empire Plan shall be a paid-in-full benefit except for a thirty five dollar (\$35) copayment. This shall replace the current benefit under the Empire Plan for professional ambulance services.

Currently, Troopers receive a one hundred and fifty dollar (\$150) allowance every three (3) years for hearing aids and related benefits. The Association has proposed that this allowance be increased to six hundred dollars (\$600) every four (4) years for adults and to six hundred dollars (\$600) every two (2) years for children under twelve (12).

This proposal makes good sense. The record shows that the

current one hundred and fifty dollar (\$150) allowance every three (3) years does not realistically reflect the cost of hearing aids and related technology. Since a single hearing aid can cost in excess of five hundred dollars (\$500), the current benefit requires Troopers to share a significant amount of the cost of hearing aids for themselves and their family members. This significant cost sharing may reduce, and in some cases even eliminate, access to this important benefit.

Therefore, effective no later than October 1, 1997, the current hearing aid benefit shall be replaced with a hearing aid benefit that provides a total maximum benefit of six hundred dollars (\$600) every four (4) years for adults and six hundred dollars (\$600) every two (2) years for children under twelve (12) years old.

The Association has proposed that the current allowance for routine physicals under the Empire Plan be increased to the following levels: i) for Troopers age forty (40) to forty nine (49), one hundred and fifty dollars (\$150) every two (2) years and one hundred dollars (\$100) every (2) years for enrolled spouses and domestic partners, ii) for Troopers age fifty (50) and older, one hundred and fifty dollars (\$150) every year and one hundred dollars (\$100) every year for enrolled spouses and domestic partners.

This proposal also makes good sense. Routine health examinations help reduce the number of more serious and expensive health problems which must be paid for by the State through higher health insurance premiums. The record shows that a significant

number of Troopers live and work in rural areas with an insufficient number of participating providers or HMOs. For these Troopers and their families, routine health examinations entail significant out-of-pocket costs. Thus, in order to encourage Troopers and their spouses to have routine health examinations, this proposed enhancement will be awarded.

Therefore, effective no later than October 1, 1997, the current allowance for routine health examinations under the Empire Plan shall be increased and modified as follows: i) for Troopers age forty (40) to forty nine (49), one hundred and fifty dollars (\$150) every two (2) years and one hundred dollars (\$100) every (2) years for enrolled spouses and domestic partners, ii) for Troopers age fifty (50) and older, one hundred and fifty dollars (\$150) every year and one hundred dollars (\$100) every year for enrolled spouses and domestic partners.

The Association has proposed that the GHI Preferred Dental Plan provided to Troopers be enhanced by including coverage for sealants, by increasing non-participating provider reimbursement from eighty percent (80%) to one hundred percent (100%) and by increasing the maximum annual benefit to eighteen hundred dollars (\$1800) per person.

These proposed enhancements are supported by the record evidence. The record demonstrates that sealants reduce the likelihood that a child will develop cavities, thereby reducing overall program costs by significantly reducing the need for future treatments. As noted above, a significant number of Troopers live

and work in rural areas with an insufficient access to "first dollar coverage" through a network provider. Increasing the non-participating provider reimbursement to one hundred percent (100%) of the schedule of allowances will reduce Trooper financial liability for medically necessary dental services. It also will address the Association's concerns which lead to its proposal to increase the schedule of allowances by two hundred and fifty percent (250%) in another of the Association's dental insurance proposals.<sup>8</sup>

Finally, the record shows that the current annual maximum benefit of twelve hundred dollars (\$1200) has not been increased for several years. Given the increased cost of dental services during the same period, failing to adjust the maximum annual allowance, clearly erodes the value of this benefit. Thus, a six hundred dollar (\$600) increase in the maximum annual benefit is clearly justified.

Therefore, effective no later than October 1, 1997, coverage for Troopers under the GHI Preferred Dental Plan will be enhanced as follows: i) coverage for sealants for children will be implemented, and ii) non-participating provider reimbursement will be increased to one hundred percent (100%) of the schedule of allowances for covered basic and prosthetic services. Effective January 1, 1998, the annual maximum benefit for Troopers under the GHI Preferred Dental Plan will be increased from twelve hundred

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<sup>8</sup>

That proposal is specifically rejected.

dollars (\$1200) to eighteen hundred dollars (\$1800) per person.

Currently, the State pays the full cost of the vision care plan in effect as of March 31, 1991 (Joint Exhibit No. 1 at pg. 26). Pursuant to that plan, adult family members receive an eye examination, frames and lenses every two (2) years and dependent children under the age of nineteen (19) receive the same benefits each year. The plan also provides a seventy dollar (\$70) allowance for the cost of eye examinations and contact lenses.

The Association has proposed that the State pay for all eye examinations, frames and lenses as well as one pair of prescription sunglasses and contact lenses each year. In the alternative, the Association has proposed that corrective lenses necessary for Troopers to perform their duties, including computer work, be provided on a first dollar coverage basis.

Improving this benefit is supported by the relevant evidence. However, this evidence does not justify an increase to the extent requested by the Association. There is no persuasive evidence in the record that all Troopers and their families require more frequent eye examinations.

However, the record does show that the current allowance for contact lenses of seventy dollars (\$70) has not been increased for at least six (6) years. The cost of contact lenses clearly has increased during that same period of time. Thus, the value of this important benefit has eroded significantly and an increase in the allowance is justified pursuant to the statutory criteria.

In addition, the record demonstrates that certain Troopers

require corrective lenses to perform their job duties, such as computer work. Corrective lenses should be provided to these Troopers by the State on a first dollar coverage basis.

Therefore, effective no later than October 1, 1997, the contact lens allowance under the parties' vision care plan will be increased from seventy dollars (\$70) to one hundred and twenty five dollars (\$125).

Effective no later than October 1, 1997, an occupational vision benefit shall be implemented as part of the parties' vision care plan.

The State has proposed a Point of Service (POS) Plan to replace the Empire Plan. However, the State concedes that the Plan has not actually been implemented for any union group. Accordingly, this issue shall be remanded to the parties for further discussions.

The State has proposed modifying the Empire Plan's medical care component in order to offer a managed care network benefit for the provision of medically necessary physical services, including physical therapy and chiropractic treatments.

The record demonstrates that this proposal makes good sense. It guarantees all Troopers access to a participating chiropractor or physical therapist while still maintaining a reduced benefit for services received outside of the network (State Exhibit No. 22). Authorized network care will be available, subject only to the Plan's five dollar (\$5) office visit copayment. Unauthorized medically necessary care will also be available, subject to an

annual deductible of two hundred and fifty dollars (\$250) per person with a maximum benefit of fifteen hundred dollars (\$1500) per year.

Thus, we shall direct that effective coincident with the implementation of the majority of the Association's enhancements (but no later than October 1, 1997), the Empire Plan's medical care component shall be modified to offer a comprehensive managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy and chiropractic treatments.

The State has proposed immediately increasing the copayment for outpatient services, including emergency room services, from fifteen (\$15) to twenty five dollars (\$25). The State concedes that these outpatient copayments should be waived for persons admitted to the hospital as an inpatient directly from an outpatient setting and for the following chronic care outpatient services: chemotherapy, radiation therapy, physical therapy and hemodialysis.

The record demonstrates that this increase in the copayment is needed to cover the rising costs of medical services. It also will provide an incentive for Troopers and their families to use alternatives, when appropriate, which are less expensive than emergency room services. In addition, the State has placed limits on this proposal which prevent it from burdening individuals who require chronic care outpatient services or inpatient services.

Thus, we shall direct that effective no later than October 1,

1997, the copayment for outpatient services, including emergency room services, shall be increased from fifteen (\$15) to twenty five dollars (\$25). These outpatient copayments shall be waived for persons admitted to the hospital as an inpatient directly from an outpatient setting and for the following chronic care outpatient services: chemotherapy, radiation therapy, physical therapy and hemodialysis.

The State has proposed that the annual out-of-pocket coinsurance maximum for Troopers be increased from seven hundred and seventy six dollars (\$776) to eight hundred and forty one dollars (\$841), and that it be increased in each subsequent year by the percentage increase in the medical care component of the Consumer Price Index for Urban Wage Earners and Clerical Workers. The record demonstrates that like the enhancements in health insurance proposed by and awarded to the Association, this proposal is needed to avoid the erosion of this important employee cost sharing measure. Thus, it shall be awarded.

The State has proposed various modifications in the Empire Plan Prescription Drug Program. It has proposed that the current five dollar (\$5) prescription drug copayment be increased to eight dollars (\$8). The State also has proposed that Troopers be moved from an "open" pharmacy network to a "preferred provider" pharmacy network. Pursuant New York State Insurance Department regulations, the State also has proposed providing coverage for prescription vitamins and contraceptives.

These proposals are justified by the record evidence. An

increase in the prescription drug copayment is needed to avoid the erosion of this important employee cost sharing measure. A "preferred provider" pharmacy network will lower costs for the State without increasing costs for Troopers and their families. Providing coverage for prescription vitamins and contraceptives also will benefit Troopers and their families. Therefore, these proposals shall be awarded.

Currently, the State's contribution for HMO coverage is ninety percent (90%) of the cost of individual coverage and seventy five percent (75%) of the cost of dependent coverage. The State has proposed that these percentages remain the same, but that they be capped at one hundred and five percent (105%) of the cost of the Empire Plan for the first year following the date of this Opinion and Award, and at one hundred percent (100%) of the cost of the Empire Plan for the second year following the date of this Opinion and Award.

The record demonstrates that all of the State's unionized employees who have agreements for the period 1995-1999 have agreed to this modified HMO contribution with either a graduated implementation as described above or at the one hundred percent (100%) level. It further demonstrates that all of the State' non-unionized State employees as well as its retirees are subject to the same HMO premium cap. Comparability and the traditional pattern regarding basic health care benefits dictate awarding this State proposal. Therefore, this State proposal shall be awarded.

The State has proposed adding a provision to the basic medical

deductible under the Empire Plan which would exclude covered expenses for physical medicine services in determining the basic medical deductible. The record demonstrates that this proposed change in the deductible language is consistent with language agreed to by all of the unionized State employees who have agreements for the period 1995-1999. It further demonstrates that this proposed deductible language is consistent with the deductible language covering all non-unionized State employees as well as State retirees. Thus, this State proposal shall be shall be awarded.

The State has proposed expanding the certification requirements for health insurance coverage for domestic partners and increasing the penalty for fraudulently enrolling a domestic partner. The record shows that these stricter requirements are needed in order to insure that only legitimate domestic partners, as defined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependence, are enrolled as eligible dependents. It further demonstrates that they have been agreed to by other unionized State employees. We direct that Troopers also must abide by these stricter standards and fill out the required Affidavits as a condition of receiving medical coverage for domestic partners. Thus, domestic partners of Troopers who meet the definition of a partner and can provide acceptable proofs of financial interdependence as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependence shall continue to be eligible for health care coverage.

The State has proposed continuing the activities of the parties' Joint Labor Management Committee on Health Benefits by funding the Committee in the amount of seven thousand eight hundred dollars (\$7,800) for the period 1997-1998, and in the amount of seven thousand eight hundred dollars (\$7,800) for the period 1998-1999. The record demonstrates that the Joint Labor Management Committee on Health Benefits has assisted the parties in improving the health insurance programs available to Troopers. Therefore, this proposal also shall be awarded.

In summary, we have carefully considered all of the relevant statutory criteria, as well as the type of standards normally evaluated in interest arbitrations of this kind, in reaching our findings above. In our view, they balance the rights of the members of the bargaining unit to fair improvements in their terms and conditions of employment with the legitimate needs of the State to prudently budget its economic resources.

Accordingly, the changes herein are awarded to the extent indicated in this Opinion. Any proposal by either party that has not been addressed is specifically rejected.

**AWARD**

**1. TERM**

The Award shall have a term of April 1, 1995 to March 31, 1999.

CONCUR *Paul J. Hayes*  
CONCUR *Joe McQuinn*

DISSENT \_\_\_\_\_  
DISSENT \_\_\_\_\_

**2. SALARY SCHEDULE**

Effective as of the pay period closest to April 1, 1996, all Troopers shall be placed on the same salary schedule which shall be as follows:

**Annual Basic Salary Levels for Troopers**

**April 1, 1996**

Academy Trainee	\$28,771
Trainee II	30,935
STEP 1	33,101
STEP 2	35,266
STEP 3	36,559
STEP 4	38,094
STEP 5	39,891

CONCUR *Paul J. Hayes*  
CONCUR *Joe McQuinn*

DISSENT \_\_\_\_\_  
DISSENT \_\_\_\_\_

**3. SALARY SCHEDULE RECONCILIATION**

Effective as of the pay period closest to July 1, 1996, there shall be a reconciliation of the parties' salary schedule. The salary schedule shall be as follows:

**Annual Basic Salary Levels for Troopers**

July 1, 1996

Academy Trainee	\$29,634
Trainee II	31,863
STEP 1	34,094
STEP 2	36,324
STEP 3	37,656
STEP 4	39,237
STEP 5	41,088

CONCUR \_\_\_\_\_

DISSENT  \_\_\_\_\_

CONCUR  \_\_\_\_\_

DISSENT \_\_\_\_\_

**4. WAGES**

January 1, 1997 - 2% across-the-board wage increase.

The salary schedule shall be as follows:

**Annual Basic Salary Levels for Troopers**

January 1, 1997

Academy Trainee	\$30,227
Trainee II	32,500
STEP 1	34,776
STEP 2	37,050
STEP 3	38,409
STEP 4	40,022
STEP 5	41,910

July 1, 1997 - 2.5% across-the-board wage increase.

The salary schedule shall be as follows:

**Annual Basic Salary Levels for Troopers**

July 1, 1997

Academy Trainee	\$30,983
Trainee II	33,313
STEP 1	35,645
STEP 2	37,976
STEP 3	39,369
STEP 4	41,023
STEP 5	42,958

January 1, 1998 - 3% across-the-board wage increase.

The salary schedule shall be as follows:

**Annual Basic Salary Levels for Troopers**

**January 1, 1998**

Academy Trainee	\$31,912
Trainee II	34,312
STEP 1	36,714
STEP 2	39,115
STEP 3	40,550
STEP 4	42,254
STEP 5	44,247

July 1, 1998 - 3% across-the-board wage increase.

The salary schedule shall be as follows:

**Annual Basic Salary Levels for Troopers**

**July 1, 1998**

Academy Trainee	\$32,869
Trainee II	35,341
STEP 1	37,815
STEP 2	40,288
STEP 3	41,767
STEP 4	43,522
STEP 5	45,574

January 1, 1999 - 3.2% across-the-board wage increase.

The salary schedule shall be as follows:

**Annual Basic Salary Levels for Troopers**

**January 1, 1999**

Academy Trainee	\$33,921
Trainee II	36,472
STEP 1	39,025
STEP 2	41,577
STEP 3	43,104
STEP 4	44,915
STEP 5	47,032

CONCUR \_\_\_\_\_

DISSENT Paul J. Kim

CONCUR J. J. MacG...

DISSENT \_\_\_\_\_

**5. LONGEVITY**

Effective as of the pay period closest to April 1, 1996, Troopers with eight (8) or more years of service shall be paid a longevity benefit of two hundred and twenty five dollars (\$225) for each year of service, up to twenty (20) years of service.

Effective as of the pay period closest to April 1, 1997, Troopers with seven (7) or more years of service shall be paid a longevity benefit of two hundred and twenty five dollars (\$225) for each year of service, up to twenty (20) years of service.

Effective as of the pay period closest to April 1, 1998, Troopers with six (6) or more years of service shall be paid a longevity benefit of two hundred and seventy five dollars (\$275) for each year of service, up to twenty (20) years of service.

No Trooper shall receive less in longevity payments as a result of the implementation of this new longevity system.

CONCUR \_\_\_\_\_

DISSENT Paul J. Kim

CONCUR J. J. MacG...

DISSENT \_\_\_\_\_

**6. EMERGENCY RESPONSE COMPENSATION**

A joint Emergency Response Compensation Committee, with representatives from the State and the Association, shall be established and funded in the amount of five hundred thousand dollars (\$500,000) per year in contract year 1997-1998 and contract year 1998-1999. These funds shall be used to pay stipends to Troopers who during those years are assigned on short notice to

situations of an emergency nature throughout the State. The Committee shall establish standards for eligibility and payment. Any monies unexpended from the five hundred thousand dollar (\$500,000) allocation in contract year 1997-1998 shall be carried over to and made available in contract year 1998-1999. Martin F. Scheinman, Esq., the Public Member of this Panel, shall retain jurisdiction for the purpose of resolving any disputes between the parties concerning emergency response compensation.

CONCUR *[Signature]*

DISSENT \_\_\_\_\_

CONCUR *[Signature]*

DISSENT \_\_\_\_\_

**7. SPECIALTY ASSIGNMENTS**

New York State Troopers assigned to the Mobile Response Team, the Hazardous Devices Unit, the Scuba Unit, as Firearms Instructors or as Field Training Officers, shall receive a twenty five dollar (\$25) per day stipend above and beyond other compensation for each day, or portion thereof, on which the Trooper is actually assigned by appropriate supervisory authority to the performance of the specialty at issue, or where he or she engages in scheduled training under appropriate supervisory authority in connection with said specialty.

CONCUR \_\_\_\_\_

DISSENT *[Signature]*

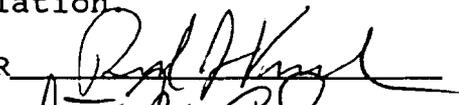
CONCUR *[Signature]*

DISSENT \_\_\_\_\_

**8. PHYSICAL FITNESS PROGRAM**

A total of two million, four hundred thousand dollars (\$2,400,000) shall be made available by the State for the two (2) contract years of 1997-1998 and 1998-1999 to be used for Trooper

fitness assessments and bonuses. In contract year 1997-1998, all Troopers shall receive a two hundred and fifty dollar (\$250) stipend for participating in a new Fitness Assessment Program. In contract year 1998-1999, Troopers meeting various levels of fitness standards shall receive a stipend on or about February 1, 1999 from the unexpended portion of the two million, four hundred thousand dollar (\$2,400,000) fund, in amounts to be determined by a committee consisting of representatives from the State and the Association.

CONCUR   
CONCUR 

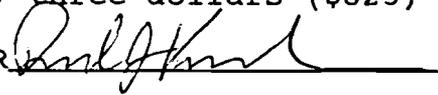
DISSENT \_\_\_\_\_

DISSENT \_\_\_\_\_

**9. LOCATION COMPENSATION**

Effective as of the pay period closest to April 1, 1997, location compensation shall be increased from seven hundred and sixty eight dollars (\$768) per year to seven hundred and ninety five dollars (\$795) per year.

Effective as of the pay period closest to April 1, 1998, location compensation shall be increased to eight hundred and twenty three dollars (\$823) per year.

CONCUR   
CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

DISSENT 

**10. HOLIDAY PAY**

All Troopers, except those undergoing their initial training at the State Police Academy, on the payroll on the last day of the pay period in which November 1 falls, shall receive additional holiday compensation at their per diem rates of pay in the amount

of two (2) days (sixteen (16) hours) in contract year 1996-1997, three (3) days (twenty four (24) hours) in contract year 1997-1998, and four (4) days (thirty two (32) hours) in contract year 1998-1999. The holiday payments shall be made by separate check on or about December 1 in each of the contract years referred to above.

CONCUR \_\_\_\_\_

DISSENT *Paul J. [Signature]*

CONCUR *J. J. [Signature]*

DISSENT \_\_\_\_\_

**11. MEMBER IN CHARGE OF SATELLITE STATION COMPENSATION**

Effective as of the pay period closest to April 1, 1997, Troopers in charge of a satellite station shall be paid a four hundred and thirty five dollar (\$435) per year stipend. This stipend shall be paid on a biweekly basis.

CONCUR \_\_\_\_\_

DISSENT *Paul J. [Signature]*

CONCUR *J. J. [Signature]*

DISSENT \_\_\_\_\_

**12. NIGHT SHIFT DIFFERENTIAL**

Effective as of the pay period closest to April 1, 1995, A-line shift compensation, which is presently at seven dollars and eighty two cents (\$7.82) per occurrence, shall be increased by four percent (4%) to eight dollars and fourteen cents (\$8.14) per occurrence and C-line shift compensation, which is presently at four dollars and fifty six cents (\$4.56) per occurrence, shall be increased by four percent (4%) to four dollars and seventy four cents (\$4.74) per occurrence.

Effective as of the pay period closest to April 1, 1996, A-line shift compensation shall be increased by five and one-quarter percent (5.25%) to eight dollars and fifty six cents (\$8.56) per

occurrence and C-line shift compensation shall be increased by five and one-quarter percent (5.25%) to four dollars and ninety nine cents (\$4.99) per occurrence.

Effective as of the pay period closest to April 1, 1997, A-line shift compensation shall be increased by five and one-half percent (5.50%) to nine dollars and three cents (\$9.03) per occurrence and C-line shift compensation shall be increased by five and one-half percent (5.50%) to five dollars and twenty seven cents (\$5.27) per occurrence.

Effective as of the pay period closest to April 1, 1998, A-line shift compensation shall be increased by six and two-tenths percent (6.2%) to nine dollars and fifty nine cents (\$9.59) per occurrence and C-line shift compensation shall be increased by six and two-tenths percent (6.2%) to five dollars and sixty cents (\$5.60) per occurrence.

CONCUR \_\_\_\_\_

DISSENT Paul J. [Signature]

CONCUR Jim McGee

DISSENT \_\_\_\_\_

**13. SHORT SWING COMPENSATION**

Effective as of the pay period closest to April 1, 1997, swing shift compensation shall be increased from twenty dollars (\$20) per occurrence to twenty five dollars (\$25) per occurrence.

Effective as of the pay period closest to April 1, 1998, swing shift compensation shall be increased to thirty dollars (\$30) per occurrence.

CONCUR \_\_\_\_\_

DISSENT Paul J. [Signature]

CONCUR Jim McGee

DISSENT \_\_\_\_\_

**14. PRODUCTIVITY GAIN PAYMENTS**

Effective April 1, 1995, Troopers who use less than five (5) sick days per year shall be paid one thousand dollars (\$1000) and Troopers who use from five (5) to eight (8) sick days per year shall be paid five hundred dollars (\$500).

Effective April 1, 1997, Troopers who use three (3) or fewer sick days per year shall be paid one thousand two hundred and fifty dollars (\$1250) and Troopers who use more than three (3) but no more than five (5) sick days per year shall be paid six hundred and twenty five hundred dollars (\$625). Troopers who use more than five (5) sick days per year shall no longer be eligible for a productivity gain payment.

Effective April 1, 1998, Troopers who use three (3) or fewer sick days per year shall be paid one thousand three hundred and fifty dollars (\$1350) and Troopers who use more than three (3) but no more than five (5) sick days per year shall be paid six hundred and seventy five hundred dollars (\$675).

CONCUR \_\_\_\_\_

DISSENT *Ralph*

CONCUR *[Signature]*

DISSENT \_\_\_\_\_

**15. SICK LEAVE ACCUMULATION**

Effective April 1, 1997, the number of sick leave days Troopers shall be able to accumulate and sell-back upon retirement pursuant to the contractual formula, shall be increased from two hundred and sixty (260) days of paid sick leave to two hundred and eighty five (285) days of paid sick leave.

Effective April 1, 1998, the number of sick leave days

Troopers shall be able to accumulate and sell-back upon retirement pursuant to the contractual formula, shall be increased to three hundred (300) days of paid sick leave.

CONCUR \_\_\_\_\_

DISSENT Paul J. H...

CONCUR J. J. ...

DISSENT \_\_\_\_\_

**16. PROFESSIONAL DEVELOPMENT FUND**

Effective April 1, 1997, the Professional Development Fund shall be continued and funded at an annual level of three hundred and fifty thousand dollars (\$350,000).

CONCUR Paul J. H...

DISSENT \_\_\_\_\_

CONCUR J. J. ...

DISSENT \_\_\_\_\_

**17. HEALTH INSURANCE**

**A. AMBULANCE SERVICES**

Effective no later than October 1, 1997, covered medical expenses for local professional ambulance services under the Empire Plan shall be a paid-in-full benefit with a thirty five dollar (\$35) copayment. This shall replace the current benefit under the Empire Plan for professional ambulance services.

**B. HEARING AIDS**

Effective no later than October 1, 1997, the current hearing aid benefit shall be replaced with a hearing aid benefit that provides a total maximum benefit of six hundred dollars (\$600) every four (4) years for adults and six hundred dollars (\$600) every two (2) years for children under twelve (12) years old.

**C. ROUTINE HEALTH EXAMINATION**

Effective no later than October 1, 1997, the current allowance

for routine health examinations under the Empire Plan shall be increased and modified as follows: i) for Troopers age forty (40) to forty nine (49), one hundred and fifty dollars (\$150) every two (2) years and one hundred dollars (\$100) every (2) years for enrolled spouses and domestic partners, ii) for Troopers age fifty (50) and older, one hundred and fifty dollars (\$150) every year and one hundred dollars (\$100) every year for enrolled spouses and domestic partners.

**D. DENTAL BENEFITS**

Effective no later than October 1, 1997, coverage for Troopers under the GHI Preferred Dental Plan will be enhanced as follows: i) coverage for sealants for children will be implemented, and ii) non-participating provider reimbursement will be increased to one hundred percent (100%) of the schedule of allowances for covered basic and prosthetic services.

Effective January 1, 1998, the annual maximum benefit for Troopers under the GHI Preferred Dental Plan will be increased from twelve hundred dollars (\$1200) to eighteen hundred dollars (\$1800) per person.

**E. VISION CARE**

Effective no later than October 1, 1997, the contact lens allowance under the parties' vision care plan will be increased from seventy dollars (\$70) to one hundred and twenty five dollars (\$125).

Effective no later than October 1, 1997, an occupational vision benefit shall be implemented as part of the parties' vision

care plan.

**F. POINT OF SERVICE**

The Point of Service Plan design and implementation shall be remanded to the parties for further discussion.

**G. MANAGED PHYSICAL MEDICINE**

Effective no later than October 1, 1997, the Empire Plan's medical care component shall be modified to offer a comprehensive managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy and chiropractic treatments.

**H. COPAYMENT FOR OUTPATIENT SERVICES**

Effective no later than October 1, 1997, the copayment for outpatient services, including emergency room services, shall be increased from fifteen (\$15) to twenty five dollars (\$25).

These outpatient copayments shall be waived for persons admitted to the hospital as an inpatient directly from an outpatient setting and for the following chronic care outpatient services: chemotherapy, radiation therapy, physical therapy and hemodialysis.

**I. BASIC MEDICAL OUT OF POCKET MAXIMUM**

Effective January 1, 1998, the annual out-of-pocket coinsurance maximum for Troopers shall be increased from seven hundred and seventy six dollars (\$776) to eight hundred and forty one dollars (\$841), plus a percentage increase equal to the percentage increase in the medical care component of the Consumer Price Index for Urban Wage Earners and Clerical Workers.

Thereafter, the annual out-of-pocket coinsurance maximum for Troopers shall be increased in each subsequent year by the percentage increase in the medical care component of the Consumer Price Index for Urban Wage Earners and Clerical Workers.

**J. PRESCRIPTION DRUGS**

Effective no later than October 1, 1997, the current five dollar (\$5) prescription drug copayment shall be increased to eight dollars (\$8).

Effective no later than October 1, 1997, Troopers shall be moved from an "open" pharmacy network to a "preferred provider" pharmacy network.

Effective no later than October 1, 1997, the State shall provide coverage for prescription vitamins and contraceptives.

**K. HMO PREMIUMS**

Effective January 1, 1998, the State's contribution for HMO coverage for Troopers shall be ninety percent (90%) of the cost of individual coverage and seventy five percent (75%) of the cost of dependent coverage, but in no event shall it be more than one hundred and five percent (105%) of the cost of the Empire Plan.

Effective July, 1, 1999, the State's contribution for HMO coverage for Troopers shall be ninety percent (90%) of the cost of individual coverage and seventy five percent (75%) of the cost of dependent coverage, but in no event shall it be more than one hundred percent (100%) of the cost of the Empire Plan.

**L. BASIC MEDICAL DEDUCTIBLE**

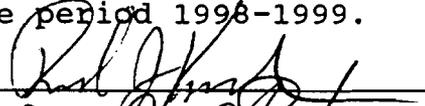
Covered expenses for mental health and/or substance abuse treatment or physical medicine services shall be excluded in determining the basic medical component deductible.

**M. DOMESTIC PARTNER COVERAGE**

Domestic partners of Troopers who meet the definition of a domestic partner and can provide acceptable proofs of financial interdependence as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependence shall continue to be eligible for health care coverage.

**N. JOINT LABOR MANAGEMENT COMMITTEE ON HEALTH BENEFITS**

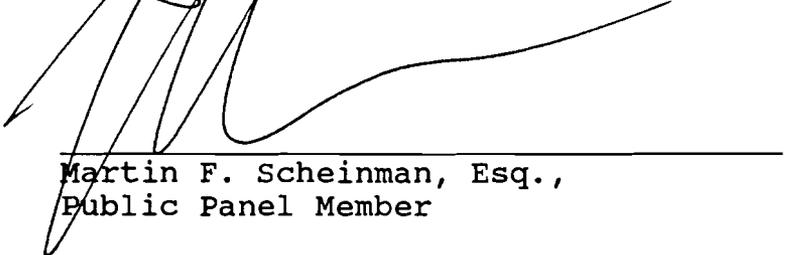
The parties' Joint Labor Management Committee on Health Benefits shall be funded by the State in the amount of seven thousand eight hundred dollars (\$7,800) for the period 1997-1998, and in the amount of seven thousand eight hundred dollars (\$7,800) for the period 1998-1999.

CONCUR 

DISSENT \_\_\_\_\_

CONCUR 

DISSENT \_\_\_\_\_

  
\_\_\_\_\_  
Martin F. Scheinman, Esq.,  
Public Panel Member

6-24-97  
Date

  
\_\_\_\_\_  
Ronald Kurach,  
Public Employer Panel Member

On this 24th day of June 1997, before me personally came and appeared RONALD KURACH, 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.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Diane M. Falzon  
County of Nassau  
Registration No. 01FA5073646  
Expires March 3, 1999

06/24/97  
Date

  
\_\_\_\_\_  
James F. McCormack,  
Employee Organization Panel Member

On this 24th day of June 1997, before me personally came and appeared JAMES F. McCORMACK, 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.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Diane M. Falzon  
County of Nassau  
Registration No. 01FA5073646  
Expires March 3, 1999

June 24, 1997  
Date



Martin F. Scheinman, Esq.,  
Public Panel Member

On this 24th day of June 1997, before me personally came and appeared MARTIN F. SCHEINMAN, 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.



NOTARY PUBLIC  
Diane M. Falzon  
County of Nassau  
Registration No. 01FA5073646  
Expires March 3, 1999

## CONCURRING AND DISSENTING OPINION

I want to briefly elaborate on some of the issues with which I have concurred in this Award.

I concur on Item 4 (Wages) because, over the four years of the Award, Trooper salaries are brought more into line with police salaries in comparable jurisdictions, which was a major PBA objective in this proceeding. This could not have been achieved in a two year Award. However, I would have liked to see an across-the-board percentage increase in Year 1 because I believe it was supported by the PBA's evidence. Also, while I understand the reasons for "splitting" the across-the-board increases and extending their effective dates beyond April 1 in each year, I still would have preferred that the across-the-board increases take effect on April 1 in each year.

As to Item 2 (Salary Schedule), the readjustment to a five-year schedule for all Troopers is obviously appropriate, and I am pleased that the Panel recognized the significant, ongoing inequities resulting from the current schedule. My only regret is that the changes could not have been effective as of April 1, 1995.

As to Item 3 (Salary Schedule Reconciliation), I obviously support the increase because it is fully warranted by the evidence. Again, however, I would have preferred an implementation date that was retroactive to April 1, 1995.

As to Item 6 (Emergency Response Compensation), I am pleased that the Panel has recognized the PBA's fundamental concept here - that State Troopers are inconvenienced in ways that other employees, and even other police officers, are not. I wish that a

greater appropriation was set aside for the Committee that is established to administer this program; however, the PBA will use the experience gained from this Committee over the last two years of the Award in seeking appropriate adjustments in the future.

As to Item 5 (Longevity), we strongly support the concept of an annual longevity increment tied to each year of service. State Troopers now have a longevity system similar to other police departments in the state. I do not think it is necessary to "phase in" this benefit over four years; nonetheless I am pleased that by Year 4 Troopers with six or more years of service will receive a longevity payment.

As to Item 11 (Member-in-Charge), I concur because the PBA supports the concept that Troopers with supervisory and administrative responsibilities should be compensated accordingly. I regret that the stipend is not more than \$435 per year because the responsibilities of a Member-in-Charge are significant.

As to Item 15 (Sick Leave Accumulation), I concur because the increase to 300 in the number of sick days a Trooper may accumulate will result in up to eight additional days of lump sum cash payment at retirement. While I would have preferred a change in the formula used to calculate the lump sum at retirement, the change awarded by the Panel partially accomplishes this objective and is therefore desirable.

As to Item 17 (Health Insurance), which includes dental and vision components, I am compelled, on balance, to concur with the Award. While we would have preferred that those changes sought by

the State not be implemented, they do not undermine Troopers' basic health insurance coverage in any fundamental way. On the other hand, the enhancements to the health, dental and vision plans are welcome changes that will be important to many of our members and their families.

For too long, State Troopers have been underpaid. The Award makes fundamental changes in the way State Troopers are compensated. As such, it is an important step in recognizing that State Troopers are highly skilled and highly trained professionals whose compensation should rightly be compared to police officers in other leading police agencies.



James F. McCormack