

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest Arbitration Between:

THE STATE OF NEW YORK

Employer,

-and-

THE POLICE BENEVOLENT ASSOCIATION OF  
THE NEW YORK STATE TROOPERS, INC.,

Employee Organization.

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FINAL AND BINDING AWARD  
OF TRIPARTITE PANEL

IA 95-035

THE PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

AUG 04 1997

The Public Arbitration Panel members are:

PUBLIC PANEL MEMBER & CHAIRMAN:	Joel M. Douglas, Ph.D.
PUBLIC EMPLOYEE PANEL MEMBER:	James F. McCormack President Police Benevolent Association of the New York State Troopers, Inc.
PUBLIC EMPLOYER PANEL MEMBER:	Ronald Kurach, Associate Director Governor's Office of Employee Relations

Appearances:

For the State of New York:	Walter J. Pellegrini, Esq. General Counsel Governor's Office of Employee Relations Richard W. McDowell, Esq. of Counsel
For the Police Benevolent Association of the New York State Troopers, Inc.:	Hinman, Straub, Pigors & Manning, P.C. William F. Sheehan, Esq. of Counsel William P. Golderman, Esq. of Counsel

Pursuant to the provisions of Section 209.4 of the Civil Service Law and in accordance with the rules of the Public Employment Relations Board, an interest arbitration panel was designated for the purpose of making a just and reasonable determination on the matters in dispute between the State of New York ("State") and the Police Benevolent Association of the New York State Troopers, Inc. ("Association") for the unit consisting of all commissioned and non-commissioned officers of the Division of New York State Police up through and including the rank of Major. Hearings were held on the following dates: October 3, November 7, November 11 and December 4, in 1996; and January 7, February 11, March 14, April 9, April 25, May 9, and May 12, 1997. At the hearings both parties were represented by the above appearances and were afforded full opportunity to present evidence, both oral and written, to examine and cross-examine witnesses and otherwise to set forth their respective positions, arguments and proofs. A transcript of the hearings was taken and copies provided to the Public Arbitration Panel. At the conclusion of the hearings the parties filed briefs. Executive sessions were held on June 11, July 9, 17, 23, and 29, 1997.

The Panel, consistent with the request of the parties to meet the anticipated adjournment of the State legislature, expedited the process by issuing an AWARD with Opinion to follow. The panel believes that equity demands are such that to not have an AWARD prior to the adjournment of the 1997 legislative session would have created an undue hardship on the employees covered under this AWARD. The panel has deliberated on each issue and has carefully and fully considered all the data, exhibits and testimony received from both parties. The results of those deliberations are contained in the AWARD that constitutes the Panel's best judgment as to a just and reasonable solution of all issues raised in this interest

arbitration proceeding. Those issues presented by the parties that are not specifically dealt with in this AWARD were also carefully considered by the Public Arbitration Panel, but rejected in their entirety.

In arriving at this AWARD the Panel considered the following statutory guidelines contained in Section 209(4)(c) of the Act:

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute.

In arriving at its determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

a. comparison of the 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 employees generally in public and private employment in comparable communities.

b. the interests 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) hazards or employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of 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.

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two

years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

With respect to the instant case the panel was limited by the following provisions of section 209(4)(e) of the Civil Service Law:

with regard to members of any organized unit of troopers, commissioned or non-commissioned officers of the division of state police, the provisions of this section shall only apply to the terms of collective bargaining agreements directly 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 governed by other provisions proscribed by law.

The parties have consented in writing, and have waived any objection, to the panel's issuance of an AWARD extending beyond the two-year limitation contained in Section 209(4)(c)(vi) of the Civil Service Law. As such, the Panel is conferred with the authority to issue an AWARD covering a four-year period, and it has done so.

**AWARD**

1. **TERM**

The term of this Award is from April 1, 1995 to March 31, 1999.

CONCUR *[Signature]* DISSENT \_\_\_\_\_  
CONCUR *[Signature]* DISSENT \_\_\_\_\_

2. **BASIC ANNUAL SALARY**

January 1, 1997 - 2% across-the-board wage increase. The Salary Schedule shall be as follows:

Sergeant and Technical Sergeant	\$48,878
Station Commander	49,767
Zone Sergeant	50,654
First Sergeant and Staff Sergeant	54,004
Lieutenant and Technical Lieutenant	58,868
Lieutenant BCI	60,552
Captain	62,975
Captain BCI	64,658
Major	67,803

July 1, 1997 - 2.5% across- the-board wage increase. The Salary Schedule shall be as follows:

Sergeant and Technical Sergeant	\$50,100
Station Commander	51,011
Zone Sergeant	51,920
First Sergeant and Staff Sergeant	55,354
Lieutenant and Technical Lieutenant	60,340
Lieutenant BCI	62,066
Captain	64,549
Captain BCI	66,274
Major	69,498

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

shall be as follows:

Sergeant and Technical Sergeant	\$51,603
Station Commander	52,541
Zone Sergeant	53,478
First Sergeant and Staff Sergeant	57,015
Lieutenant and Technical Lieutenant	62,150
Lieutenant BCI	63,928
Captain	66,485
Captain BCI	68,262
Major	71,583

April 1, 1998 - \$500.00 increase for ranks of Lieutenant, Technical Lieutenant

and Captain. The Salary Schedule shall be as follows:

Sergeant and Technical Sergeant	\$51,603
Station Commander	52,541
Zone Sergeant	53,478
First Sergeant and Staff Sergeant	57,015
Lieutenant and Technical Lieutenant	62,650
Lieutenant BCI	63,928
Captain	66,985
Captain BCI	68,262
Major	71,583

July 1, 1998 - 3% across-the-board wage increase. The Salary Schedule shall

be as follows:

Sergeant and Technical Sergeant	\$53,151
Station Commander	54,118
Zone Sergeant	55,082
First Sergeant and Staff Sergeant	58,725
Lieutenant and Technical Lieutenant	64,530
Lieutenant BCI	65,846
Captain	68,995
Captain BCI	70,310
Major	73,730

January 1, 1999 - a 3.2% across-the-board wage increase. The Salary Schedule shall be as follows:

Sergeant and Technical Sergeant	\$54,852
Station Commander	55,849
Zone Sergeant	56,845
First Sergeant and Staff Sergeant	60,604
Lieutenant and Technical Lieutenant	66,595
Lieutenant BCI	67,953
Captain	71,203
Captain BCI	72,560
Major	76,089

CONCUR  DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_ DISSENT 

3. **PREMIUM IN LIEU OF OVERTIME**

January 1, 1997 - 2% across-the-board increase. The Premium Schedule shall be as follows:

Sergeant and Technical Sergeant	\$2,949
Station Commander	3,004
Zone Sergeant	3,058
First Sergeant and Staff Sergeant	3,257
Lieutenant and Technical Lieutenant	3,567
Lieutenant BCI	3,607
Captain	3,661
Captain BCI	3,661
Major	3,661

July 1, 1997 - 2.5% across-the-board increase. The Premium Schedule shall be as follows:

Sergeant and Technical Sergeant	\$3,023
Station Commander	3,079
Zone Sergeant	3,134
First Sergeant and Staff Sergeant	3,338
Lieutenant and Technical Lieutenant	3,656

Lieutenant BCI	3,697
Captain	3,753
Captain BCI	3,753
Major	3,753

January 1, 1998- 3.0% across-the-board increase. The Premium Schedule shall be as follows:

Sergeant and Technical Sergeant	\$3,114
Station Commander	3,171
Zone Sergeant	3,228
First Sergeant and Staff Sergeant	3,438
Lieutenant and Technical Lieutenant	3,766
Lieutenant BCI	3,808
Captain	3,866
Captain BCI	3,866
Major	3,866

July 1, 1998 - A 3% across-the-board increase and then an additional \$250 across-the-board increase. The Premium Schedule shall be as follows:

Sergeant and Technical Sergeant	\$3,457
Station Commander	3,516
Zone Sergeant	3,575
First Sergeant and Staff Sergeant	3,791
Lieutenant and Technical Lieutenant	4,129
Lieutenant BCI	4,172
Captain	4,232
Captain BCI	4,232
Major	4,232

January 1, 1999- a 3.2% across-the-board increase and then an additional \$250 across-the-board increase. The Premium Schedule shall be as follows:

Sergeant and Technical Sergeant	\$3,818
Station Commander	3,879
Zone Sergeant	3,939
First Sergeant and Staff Sergeant	4,162
Lieutenant and Technical Lieutenant	4,511

Lieutenant BCI	4,556
Captain	4,617
Captain BCI	4,617
Major	4,617

CONCUR *J. McE* DISSENT \_\_\_\_\_  
 CONCUR \_\_\_\_\_ DISSENT *Paul K...*

4. **COMMAND PAY**

Command Pay under Article 10(F) of the 1991-95 Agreement shall be increased during the term of the Award as follows:

July 1, 1996 - Command Pay shall be as follows:

Sergeant and Technical Sergeant	\$1,638
Station Commander	1,664
Zone Sergeant	1,690
First Sergeant and Staff Sergeant	1,788
Lieutenant and Technical Lieutenant	1,931
Lieutenant BCI	1,981
Captain	2,052
Captain BCI	2,102
Major	2,194

January 1, 1997 - 2% across-the-board increase. Command Pay shall be as follows:

Sergeant and Technical Sergeant	\$1,671
Station Commander	1,697
Zone Sergeant	1,724
First Sergeant and Staff Sergeant	1,824
Lieutenant and Technical Lieutenant	1,970
Lieutenant BCI	2,021
Captain	2,093
Captain BCI	2,144
Major	2,238

July 1, 1997 - 2.5% across-the-board increase. Command Pay shall be as follows:

Sergeant and Technical Sergeant	\$1,713
Station Commander	1,739
Zone Sergeant	1,767
First Sergeant and Staff Sergeant	1,870
Lieutenant and Technical Lieutenant	2,019
Lieutenant BCI	2,072
Captain	2,145
Captain BCI	2,198
Major	2,294

January 1, 1998 - 3.0% across-the-board increase. Command Pay shall be as follows:

Sergeant and Technical Sergeant	\$1,764
Station Commander	1,791
Zone Sergeant	1,820
First Sergeant and Staff Sergeant	1,926
Lieutenant and Technical Lieutenant	2,080
Lieutenant BCI	2,134
Captain	2,209
Captain BCI	2,264
Major	2,363

July 1, 1998 - 3.0% across-the-board increase and then a \$150 across-the-board increase. Command Pay shall be as follows:

Sergeant and Technical Sergeant	\$1,967
Station Commander	1,995
Zone Sergeant	2,025
First Sergeant and Staff Sergeant	2,134
Lieutenant and Technical Lieutenant	2,292
Lieutenant BCI	2,348
Captain	2,425
Captain BCI	2,482
Major	2,584

January 1, 1999 - 3.2% across-the-board increase and then a \$150 across-the-board increase. Command Pay shall be as follows:

Sergeant and Technical Sergeant	\$2,180
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Station Commander	2,209
Zone Sergeant	2,240
First Sergeant and Staff Sergeant	2,352
Lieutenant and Technical Lieutenant	2,515
Lieutenant BCI	2,573
Captain	2,653
Captain BCI	2,711
Major	2,817

Command Pay shall be paid bi-weekly and shall be included in the calculation of the overtime rate and of holiday pay.

CONCUR *Jim McC* DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_ DISSENT *[Signature]*

**5. LONGEVITY**

Effective as of the pay period closest to April 1, 1996, unit members with eight (8) or more years of service with the Division shall be paid a longevity benefit as follows:

<b>Years of Service</b>	<b>Longevity Benefit</b>
8	\$ 650
9	\$ 700
10	\$ 750
11	\$ 800
12	\$ 850
13	\$ 900
14	\$ 950
15	\$1,000
16	\$1,050
17	\$1,100
18	\$1,150
19	\$1,200
20 or more	\$1,250

Effective as of the pay period closest to April 1, 1997, unit members with seven (7) or more years of service with the Division shall be paid a longevity benefit as follows:

<b>Years of Service</b>	<b>Longevity Benefit</b>
7	\$ 600
8	\$ 650
9	\$ 700
10	\$ 750
11	\$ 800
12	\$ 850
13	\$ 900
14	\$ 950
15	\$1,000
16	\$1,050
17	\$1,100
18	\$1,150
19	\$1,200
20 or more	\$1,250

Effective as of the pay period closest to April 1, 1998, unit members with six (6) or more years of service with the Division shall be paid a longevity benefit as follows:

<b>Years of Service</b>	<b>Longevity Benefit</b>
6	\$ 800
7	\$ 850
8	\$ 900
9	\$ 950
10	\$1,000
11	\$1,050
12	\$1,100
13	\$1,150
14	\$1,200
15	\$1,250
16	\$1,300
17	\$1,350

18	\$1,400
19	\$1,450
20 or more	\$1,500

Longevity payments shall be paid in the same manner as basic annual salary and shall be included in the calculation of the overtime rate and of holiday pay.

CONCUR *J. McS* DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_ DISSENT *Paul K...*

**6. SHORT SWING COMPENSATION**

Effective October 1, 1997, non-commissioned officers shall receive a \$25 payment for each "Short Swing" worked that is approved by a commissioned officer. A Short Swing is defined as going from a "B" Line to an "A" Line or from a "C" Line to a "B" Line on consecutive days.

Effective October 1, 1998, the payment for a Short Swing shall increase to \$30 per occurrence.

CONCUR *J. McS* DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_ DISSENT *Paul K...*

**7. LEAVE EXCHANGE**

Non-commissioned officers may continue to voluntarily elect to work two pass days or holidays at their overtime rate in fiscal year 1997-98, and three additional days in fiscal year 1998-99, consistent with practices and procedures set forth in Appendix H to the 1991-95 Agreement.

CONCUR *J. McS* DISSENT \_\_\_\_\_

CONCUR *Paul K...* DISSENT \_\_\_\_\_

8. **EXTRAORDINARY OVERTIME FUND**

The Division of State Police Extraordinary Overtime Fund established under Article 27.11 of the 1991-95 Agreement shall be funded in the amount of \$25,000 in fiscal year 1997-98 and \$25,000 in fiscal year 1998-99. Any monies unexpended from the \$25,000 allocation in 1997-98 shall be carried over to and made available in 1998-99.

CONCUR Joel M. Douglas DISSENT \_\_\_\_\_  
CONCUR Paul K... DISSENT \_\_\_\_\_

9. **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 one hundred thirty-three thousand dollars (\$133,000) per year in fiscal year 1997-1998 and fiscal year 1998-1999. These funds shall be used to pay stipends to unit members 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 one hundred thirty-three thousand dollars (\$133,000) allocation in fiscal year 1997-1998 shall be carried over to and made available in fiscal year 1998-1999. Joel M. Douglas, Ph.D., the Public Member of this Panel, shall retain jurisdiction for the purpose of resolving any disputes between the parties concerning emergency response compensation.

CONCUR Joel M. Douglas DISSENT \_\_\_\_\_  
CONCUR Paul K... DISSENT \_\_\_\_\_

10. **SPECIALTY ASSIGNMENTS**

Effective April 1, 1997, unit members assigned to the Mobile Response Team, the Hazardous Devices Unit, the Scuba Unit, and as Firearms Instructors, shall receive a twenty five dollar (\$25) per day stipend above and beyond other compensation for each day, or portion thereof, on which the unit 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.

CONCUR *Jim McG* DISSENT \_\_\_\_\_  
CONCUR \_\_\_\_\_ DISSENT *Paul Kern*

11. **PHYSICAL FITNESS PROGRAM**

A total of six hundred forty thousand dollars (\$640,000) shall be made available by the State for the two (2) fiscal years of 1997-1998 and 1998-1999 to be used for member fitness assessments and bonuses. In fiscal year 1997-1998, all unit members shall receive a two hundred and fifty dollar (\$250) stipend for participating in a new Fitness Assessment Program. In fiscal year 1998-1999, unit members meeting various levels of fitness standards shall receive a stipend on or about February 1, 1999, from the unexpended portion of the six hundred forty thousand dollars (\$640,000) fund, in amounts to be determined by a committee consisting of representatives from the State and the Association.

CONCUR *Jim McG* DISSENT \_\_\_\_\_  
CONCUR *Paul Kern* DISSENT \_\_\_\_\_

**12. 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 \_\_\_\_\_ DISSENT Ja McQ  
CONCUR Paul K DISSENT \_\_\_\_\_

**13. HOLIDAY PAY**

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

CONCUR Ja McQ DISSENT \_\_\_\_\_  
CONCUR \_\_\_\_\_ DISSENT Paul K

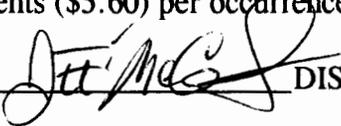
**14. NIGHT SHIFT DIFFERENTIAL**

Effective as of the pay period closest to April 1, 1995, "A" line shift compensation shall be increased to eight dollars and fourteen cents (\$8.14) per occurrence and "C" line shift compensation shall be increased 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 to eight dollars and fifty six cents (\$8.56) per occurrence and "C" line shift compensation shall be increased 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 to nine dollars and three cents (\$9.03) per occurrence and "C" line shift compensation shall be increased 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 to nine dollars and fifty nine cents (\$9.59) per occurrence and "C" line shift compensation shall be increased to five dollars and sixty cents (\$5.60) per occurrence.

CONCUR  DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_ DISSENT 

15. **PRODUCTIVITY GAIN PAYMENTS**

Effective April 1, 1995, unit members who use less than five (5) sick days per year shall be paid one thousand dollars (\$1,000) and unit members who use from five (5) to eight (8) sick days per year shall be paid five hundred dollars (\$500).

Effective April 1, 1997, unit members who use three (3) or fewer sick days per year shall be paid one thousand two hundred and fifty dollars (\$1,250) and unit members 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). Unit

members who use more than five (5) sick days per year shall no longer be eligible for a productivity gain payment.

Effective April 1, 1998, unit members who use three (3) or fewer sick days per year shall be paid one thousand three hundred and fifty dollars (\$1,350) and unit members 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 Joe McG DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_ DISSENT Paul K

**16. STIPEND TRAINING**

Effective April 1, 1997, the Stipend Training Program shall be continued and funded at the annual level in effect during 1994-95.

CONCUR Joe McG DISSENT \_\_\_\_\_

CONCUR Paul K DISSENT \_\_\_\_\_

**17. HEALTH INSURANCE**

**A. AMBULANCE SERVICES**

Effective no later than December 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 December 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 December 1, 1997, the current allowance for routine health examinations under the Empire Plan shall be increased and modified as follows: i) for unit members 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 unit members 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 December 1, 1997, coverage for unit members 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 unit members 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 December 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 December 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 December 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 December 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 unit members 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 unit members 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 December 1, 1997, the current five dollar (\$5) prescription drug copayment shall be increased to eight dollars (\$8).

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

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

**K. HMO PREMIUM**

Effective January 1, 1998, the State's contribution for HMO coverage for unit members 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 unit members 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 unit members 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**

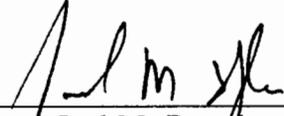
The parties' "Joint Labor Management Committee" on Health Benefits shall be funded by the State in the amount of seven thousand eight hundred dollars (\$7,800) for the period 1997-1998, and in the amount of seven thousand eight hundred dollars (\$7,800) for the period 1998-1999.

CONCUR 

DISSENT \_\_\_\_\_

CONCUR 

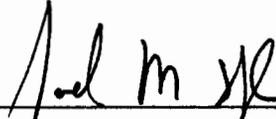
DISSENT \_\_\_\_\_

  
\_\_\_\_\_  
Joel M. Douglas  
Public Panel Member

**AFFIRMATION**

Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that

I executed the foregoing as and for my Award in this matter.



\_\_\_\_\_  
Joel M. Douglas, Ph.D.  
Public Panel Member and Chairman

Dated: 7/29/97

Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that

I executed the foregoing as and for my Award in this matter.

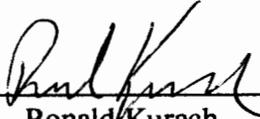


\_\_\_\_\_  
James F. McCormack.  
Employee Panel Member

Dated: 07/29/97

Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that

I executed the foregoing as and for my Award in this matter.



\_\_\_\_\_  
Ronald Kurach  
Employer Panel Member

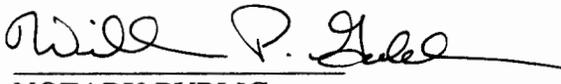
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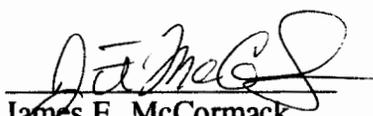
  
Ronald Kurach  
Public Employer Panel Member

On this 29th day of July 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.

**WILLIAM P. GOLDERMAN**  
Notary Public, State of New York  
Qualified in Albany County  
Commission Expires 6/27/98

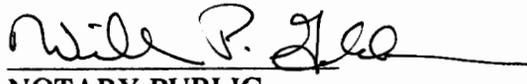
  
NOTARY PUBLIC  
William P. Golderman, Esq.

7/29/97  
Date

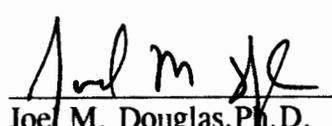
  
James F. McCormack  
Employee Organization Panel Member

On this 29th day of July 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.

**WILLIAM P. GOLDERMAN**  
Notary Public, State of New York  
Qualified in Albany County  
Commission Expires 6/27/98

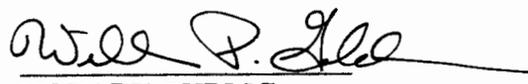
  
NOTARY PUBLIC  
William P. Golderman, Esq.

7/29/97  
Date

  
Joel M. Douglas, Ph.D.  
Public Panel Member

On this 29th day of July 1997, before me personally came and appeared JOEL M. DOUGLAS, Ph.D. 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.

**WILLIAM P. GOLDERMAN**  
Notary Public, State of New York  
Qualified in Albany County  
Commission Expires 6/27/98

  
NOTARY PUBLIC  
William P. Golderman, Esq.