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Contract Database Metadata Elements

Title: **New York, State of and Agency Law Enforcement Services Unit, New York State Law Enforcement Officers Union, District Council 82, AFSCME, AFL-CIO (2003)**

Employer Name: **New York, State of**

Union: **Agency Law Enforcement Services Unit, New York State Law Enforcement Officers' Union, District Council 82, AFSCME, AFL-CIO**

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**Interest Arbitration Award between New York State Governor's Office
of Employee Relations and Agency Law Enforcement Services Unit**

2003-2005

2003-2005 ALES Interest Arbitration Award

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Interest Arbitration Between:

STATE OF NEW YORK,

Employer,

NEW YORK STATE LAW ENFORCEMENT OFFICERS' UNION, DISTRICT COUNCIL 82, AFSCME,
AFL-CIO,

Employee Organization.

FINAL AND BINDING AWARD
OF TRIPARTITE PANEL

IA 2004-029

The Public Arbitration Panel members are:

PUBLIC PANEL MEMBER & CHAIRMAN:
Jeffrey M. Selchick, Esq.

PUBLIC EMPLOYEE ORGANIZATION PANEL MEMBER:
Richard Lesniak
District Council 82

PUBLIC EMPLOYER PANEL MEMBER:
Walter J. Pellegrini, Esq.
General Counsel
Governor's Office of Employee Relations

Appearances:

For the State of New York:
Governor's Office of Employee Relations
Michael N. Volforte, Esq., of Counsel

For the New York State Law Enforcement Officers' Union, District Council 82, AFSCME, AFL-CIO:
Kevin Casey, Esq.

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 New York State Law Enforcement Officers' Union, District Council 82, AFSCME, AFL-CIO, ("C.82") for the Agency Law Enforcement Services Unit. Hearings were held on the following dates: July 7, 2005, August 24, 2005, September 19, 2005, October 5, 2005, October 31, 2005, November 21, 2005, December 5, 2005, December 21, 2005, and January 12, 2006. 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.

In arriving at this SUMMARY OF 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: 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 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 the employees generally in public and private employment in comparable communities; the interests and welfare of the public, and the financial ability of the public employer to pay; 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; 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 following provisions of section 209(4)(f) of the Civil Service Law limited the Panel:

(f) With regard to any members of collective negotiating units designated as security services or security supervisors, who are police officers or who are employed by the state department of

correctional services and are designated as peace officers pursuant to subdivision twenty-five of section 2.10 of the criminal procedure law, or in regard to members of the collective negotiating unit designated as the agency law enforcement services unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law, 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 Panel, consistent with the request of the parties, expedited the process by issuing a SUMMARY OF AWARD with an Opinion to be issued in the near future. 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 SUMMARY OF AWARD that constitutes the Panel's best judgment as to a just and reasonable resolution of all issues raised in this Interest Arbitration proceeding. The language of this SUMMARY OF AWARD is not final contract language. Those issues presented by the parties that are not specifically dealt with in this SUMMARY OF AWARD were also carefully considered by the Public Arbitration Panel, but rejected in their entirety. The status quo on those rejected items, if any, shall be maintained. All other terms and conditions of employment also remain subject to the status quo. Retroactive payments required as a result of the provisions of this award are not to be capped by any limitations to calculation of the final average salary.

SUMMARY OF AWARD

1. Salary

Effective April 1, 2003, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law and are full-time annual salaried employees shall receive a general salary increase of 3%. Effective April 1, 2004, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law and are full-time annual salaried employees shall receive a general salary increase of 3%. New salary schedules reflecting these increases are attached hereto as Appendix A to the award.

2. Agency Law Enforcement Adjustment Differential (ALEAD). Article 11.10

Effective for the period April 1, 2004 to March 3, 2005, the State shall provide an Agency Law Enforcement Adjustment Differential (ALEAD) to all members of this unit who are police officers pursuant to subdivision thirty four of section 1.20 of the criminal procedure law and are full-time annual salaried employees in recognition of their Police Officer status in the amount of \$2500. This payment will be equally divided over the 26 payroll periods in that fiscal year and shall count as compensation for overtime and retirement purposes. On March 31, 2005, \$2500 will be added to the base salary [for] eligible unit members. There shall be no separate payment after that date for ALEAD. A new salary schedule, effective March 31, 2005, reflecting this addition to base salary is included in Appendix A.

3. Expanded Duty Pay

In recognition of the additional duties and responsibilities performed by the police officers in this unit as a result of the September 11th terrorist attacks. all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law and are full-time annual salaried employees will receive expanded duty pay in the amount of \$1,545 for the period April 1, 2003 to March 31, 2004. Effective April 1, 2004, the expanded duty pay will be increased to \$2,575 annually. This payment will be equally divided over the 26 payroll periods in each fiscal year and shall count as compensation for overtime and retirement purposes.

4. Longevity (Article 11.7)

Effective April 1, 2003, there shall be a twenty-five (25) year longevity [that] will be added to the salary schedule for all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law and are full-time annual salaried employees. This longevity will be equivalent to the difference between the 10-year and 15-year step within each grade level. Time spent in titles in the Security Services Unit and/or Security Supervisors Unit and/or Agency Law Enforcement Services Unit shall count toward satisfaction of the continuous service requirement that already exists for eligibility for longevity. All other requirements for longevity remain in place.

5. Clothing Maintenance Allowance (Article 20.2)

Effective April 1, 2003, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law and are full-time annual salaried employees will receive a \$575 clothing maintenance allowance to be paid on or about December 1st of each year. This allowance will be increased to \$625 on April 1, 2004. Any eligible unit member who receives this payment cannot receive the Clothing Allowance payment referenced in paragraph 6. An eligible unit member must satisfy all other contractual requirements for this allowance.

6. Clothing Allowance

Effective April 1, 2003, all Investigators or Detectives who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law and are full-time annual salaried employees will receive \$1,000 annually for a clothing allowance for the purchase of the appropriate dress clothing. This allowance shall be payable to all Investigators or Detectives who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law and are full-time annual salaried employees in this unit on the payroll on the last day of the payroll period in which November 1 of each year falls. Such allowance shall be payable by separate check on or about December 1 of each year. Any eligible unit member who receives this payment cannot receive the Clothing Maintenance Allowance payment referenced in paragraph 5.

7. Marine/Off Road Enforcement Pay

Effective April 1, 2003, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law, full-time annual salaried employees, and employed by the Office of Parks, Recreation & Historic Preservation or the Department of Environmental Conservation, Division of Law Enforcement will receive \$1,500 annually in recognition of their expertise in Marine and Off-Road Enforcement. This payment

will be equally divided over the 26 payroll periods in each fiscal year and shall count as compensation for overtime and retirement purposes.

8. Hazardous Material Pay

Effective April 1, 2003, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law, full-time annual salaried employees, and employed by the Department of Environmental Conservation Division of Law Enforcement will receive \$1,500 annually in recognition of their expertise and handling of Hazardous material. This payment will be equally divided over 26 payroll periods in each fiscal year and shall count as compensation for overtime and retirement purposes.

9. Employee Benefit Fund (Article 25.9)

Effective for the period April 1, 2003 to March 31, 2004, there shall be a payment to the employee benefit fund \$28 for each member of the unit who is a police officer pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law. Effective for the period April 1, 2004 to March 31, 2005, the benefit fund will be increased to \$30 for each member of the unit who is a police officer pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law.

10. Standby/On Call Pay — Supervisor Agreement Article 15.5

Effective March 31, 2005, this provision of the Security Supervisors Agreement shall apply to all members of the Agency Law Enforcement Service Unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law.

11. Location Pay (Article 11.7)

Effective April 1, 2003, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law, full-time annual salaried employees, and whose principal place of employment or in the case of a field employee, whose official station as determined in accordance with the regulations of the state comptroller, is located in the city of New York, or in the counties of Rockland, Westchester, Nassau or Suffolk shall receive location pay in the amount of \$1,236 annually. Effective April 1, 2004, this payment will be increased to \$1,273 annually. This payment will be equally divided over the 26 payroll periods in each fiscal year and shall count as compensation for overtime and retirement purposes.

12. Supplemental Location Pay

Effective April 1, 2003, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law, are full-time annual salaried employees and whose principal place of employment, or, in the case of a field employee, whose official station as determined in accordance with the regulations of the state comptroller, is located in the city of New York, or in the county of Putnam, Orange, Dutchess, Rockland, Westchester, Nassau or Suffolk, shall receive supplemental location pay in the following amounts:

Orange, Putnam, Dutchess	NYC, Rockland, Westchester	Nassau, Suffolk
\$1,030	\$1,545	\$1,803

Effective April 1, 2004, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law, are full-time annual salaried employees, whose principal place of employment, or in the case of a field employee, whose official station as determined in accordance with the regulations of the state comptroller, is located in the city of New York, or in the county of Putnam, Orange, Dutchess, Rockland, Westchester, Nassau or Suffolk, shall receive supplemental location pay in the following amounts:

Orange, Putnam, Dutchess \$1,061	NYC, Rockland, Westchester 1,591	Nassau, Suffolk \$1,857
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This payment will be equally divided over the 26 payroll periods in each fiscal year and shall count as compensation for overtime and retirement purposes.

13. Health Insurance

For all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law, Appendix B attached to this award, summarizes all changes to health insurance.

14. Pre-Shift Briefing (Article 11.9)

Effective March 31, 2005, for all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law only employees who are required, authorized and actually assemble for pre-shift briefing or line up before the commencement of their regular tour of duty shall be paid for pre-shift briefing. However, employees of the Department of Environmental Conservation covered by this award who do not physically line up shall be paid the equivalent of pre-shift compensation for vehicle, equipment, office maintenance, and the handling of all phone calls and home visitations received and instigated outside of the regular workday. This also supplants any payments made to employees for equipment storage. There shall be no payment of pre-shift briefing for any day in which the employee is not physically reporting to work. The State shall cease any and all payments to employees for days when an employee is not physically reporting to work as soon as practicable.

15. TERM OF THE AWARD

This interest Arbitration Award covers the period commencing April 1, 2003 and ending March 31, 2005.

/s/ JEFFREY M. SELCHICK, ESQ.
Public Panel Member and Chairman

6/9/06

Concur (circled)
Dissent

/s/ WALTER J. PELLEGRINI, ESQ.
Employer Panel Member

6/9/06

On the 9th day of June 2006, before me personally came and appeared RICHARD LESNIAK, 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.

AMY M. PETRAGNANI
Notary Public, State of New York
No. 02PE6013267
Qualified in Albany County
Commission Expires September 14, 2006

/s/ Amy M. Petragnani

----- NOTARY PUBLIC

See ALES Salary Schedule for Arbitration Eligible Only.

ARTICLE 12 - HEALTH INSURANCE

1. Effective March 31, 2005 the Hospital Emergency Room copayment will increase to \$50.
2. Effective March 31, 2005 the Hospital Outpatient copayment will increase to \$35. Coincident with the increase in the hospital outpatient copayment, services provided in a hospital owned or operated extension clinic will be paid by the hospital carrier.
3. Effective March 31, 2005 no payment will be made for inpatient hospital days determined to be non-medically necessary by the hospital carrier.
4. Effective March 31, 2005 the Hospital component (inpatient and outpatient services) of the Empire Plan will be modified as follows:
 - The Hospital carrier will establish a network of hospitals (acute care general hospitals, skilled nursing facilities and hospices) throughout the United States.
 - Any hospital that does not enter into a participating agreement with the hospital carrier will be considered to be a non-network facility.
 - Covered inpatient services received at a network hospital will be paid-in-full. Covered outpatient services (outpatient lab, x-ray, etc. and emergency room) received at a network hospital will be subject to the appropriate copayment.
 - Covered inpatient services received at a non-network hospital will be reimbursed at 90% of charges. There will be a separate \$1500 annual Hospital coinsurance maximum per enrollee, enrolled spouse/domestic partner and all dependent children combined established for non-network hospital out-of-pocket expenses,
 - The \$1500 Hospital coinsurance maximum is for non-network hospital expenses only and cannot be combined with any coinsurance maximums for other Empire Plan components
 - Covered outpatient services received at a non-network hospital will be reimbursed at 90% of charges. The enrollee will be responsible for 10% of charges (coinsurance) or a \$75 copayment whichever is greater. The non-network outpatient coinsurance/copayment will be applied toward the \$1500 annual coinsurance maximum.

- Once the enrollee, enrolled spouse/domestic partner or all dependent children combined have incurred \$500 in non-network expenses, a claim may be filed with the medical carrier for reimbursement of out-of-pocket non-network expenses incurred above the \$500 and up to the balance of the coinsurance maximum.
- Services received at a non-network hospital will be reimbursed at the network level of benefits under the following situations:
 - Emergency outpatient/inpatient treatment;
 - Inpatient/outpatient treatment only offered by a non-network hospital;
 - Inpatient/outpatient treatment received outside of the US; and
 - Inpatient/outpatient treatment in geographic areas where reasonable access to a network hospital does not exist.
- Anesthesiology, pathology and radiology services received at a network hospital will be paid-in-full even if the provider is not participating in the Empire Plan participating provider network under the medical component.
- 5. Effective March 31, 2005 the participating provider office visit, office surgery, radiology and laboratory copayments will increase to \$15.
- 6. Effective March 31, 2005 the Empire Plan Prescription Drug Program will be modified as follows:
 - i. A third tier of prescription drugs and prescription drug copayment will be created to differentiate between preferred and non-preferred brand-name drugs.
 - ii. The copayment will be \$5 for generic drugs, \$15 for preferred brand name drugs and \$30 for non-preferred brand name drugs for up to a 30-day supply at either a retail pharmacy or the mail service pharmacy.
 1. When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment (\$30).
 - iii. The copayment will be \$10 for generic drugs, \$30 for preferred brand name drugs and \$60 for non-preferred brand name drugs for a 31 to 90 day supply at a retail pharmacy.
 0. When a brand-name prescription drug is dispensed. and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment (\$60).
 - iv. The copayment will be \$5 for generic drugs, \$20 for preferred brand name drugs and \$55 for non-preferred brand name drugs for a 31 to 90 day supply at the mail service pharmacy.
 0. When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment (\$55).
- 7. Effective March 31, 2005 the Empire Plan Centers of Excellence Programs will expand to include Cancer Resource Services. The Cancer Resource Services Program will provide:
 - Direct telephonic nurse consultations;
 - Information and assistance in locating appropriate care centers;
 - Connection with cancer experts at Cancer Resource Services network facilities;
 - A travel allowance of up to \$10,000; and
 - Paid-in-full reimbursement for all services provided at a Cancer Resource Services network facility when the care is pre-certified.
- 8. Effective March 31, 2005 a Prosthetic and Orthotic network will be available to Empire Plan enrollees. Devices purchased through an approved network provider will be paid-in-full under the participating provider component of the Empire Plan.

9. Effective March 31, 2005 the Empire Plan Basic Medical component will include the Basic Medical Provider Discount Program. This program offers discounts from certain physicians and other providers who are not part of the Empire Plan participating provider network but are an Empire, Plan Multiplan provider. To be eligible to receive the Basic Medical Provider Discount Program the following conditions must be met:
 - The Empire Plan is the primary coverage;
 - Basic Medical services were received from a non-participating provider;
 - The non-participating provider is in the Multiplan network;
 - The Multiplan provider discounted fee is lower than the Basic Medical reasonable and customary allowance; and
 - The annual Basic Medical deductible has been met.

This benefit will sunset on or about December 31, 2006, unless extended by agreement of both parties.

10. Effective March 31, 2005 the Empire Plan infertility lifetime maximum benefit will increase to \$50,000 per covered individual.
11. Effective March 31, 2005 the Empire Plan hearing aid allowance will be \$1,200 per hearing aid per ear.
12. Effective March 31, 2005 Empire Plan mastectomy prosthetics will be a paid-in-full benefit.
13. Effective March 31, 2005 the Empire Plan maximum lifetime benefit for non-network substance abuse services will be increased to \$250,000.
14. The State and the ALESU Joint Committee on Health Benefits will develop and implement two additional Empire Plan disease management programs.
15. The ALESU Joint Committee on Health Benefits will work with the State to implement a direct debit vehicle to be utilized under the Medical Flexible Spending Account.
16. Effective March 31, 2005 eligible expenses under the Medical Flexible Spending Account will be expanded to include over-the-counter medications according to guidelines developed by the Medical Flexible Spending Account Administrator.
17. Effective March 31, 2005 the maximum annual Dental Care benefit per person will be increased to \$2,300.
18. Effective March 31, 2005 the maximum lifetime benefit for orthodontic treatment will increase to \$2,300.
19. The State will seek the appropriation of funds by the Legislature to support the ALESU Joint Committee on Health Benefits initiatives and to carry out the administrative responsibilities of the Committee in the amount of \$6,400 for the period April 1, 2003 to March 31, 2004 and \$6,400 for the period April 1, 2004 to March 31, 2005.
20. Effective March 31, 2005 the Vision Care Plan will be modified as follows:
 - . Lasik and other similar vision care procedures performed to correct nearsightedness and/or farsightedness not covered by the Empire Plan or an HMO will be a covered service for employees only.
 - a. Corrective Vision Care coverage will only be available through a network of participating board eligible/board certified ophthalmologists trained in this field. The Vision Care Plan administrator will be responsible for the network and will make every effort to recruit and retain providers throughout New York State.
 - b. Corrective Vision Care coverage will include a preliminary exam, the actual procedure and up to two follow-up visits.
 - c. Employees receiving such services will have a copayment equal to 10% of the discounted cost of the procedure up to an out-of-pocket maximum of \$200.
 - d. Employees will be eligible for one Corrective Vision Care procedure every five (5) years per eye.

- e. The ALESU Joint Committee on Health Benefits will review the Corrective Vision Care coverage component at regular intervals to monitor utilization, network adequacy and cost.
- f. The five (5) year limit may be waived based on evidence of a significant vision change due to injury or illness.
- g. Spouses/Domestic Partners and dependent children will be eligible to receive discounted (up to 25 percent) Laser Vision Correction Services from a participating network provider. Any and all costs associated with such dependent Laser Vision Correction Services will be the responsibility of the employee.