



New York State Correctional Officers & Police Benevolent Association, Inc.

102 Hackett Blvd., Albany, NY 12209
(518) 427-1551 www.nyscopba.org nyscopba@nyscopba.org



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Larry Flanagan Jr.

Executive Vice President

Brian Shanagher

Recording Secretary

Diane Davis

Treasurer

John Telisky

Vice President,

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Vice President,

Western Region

Al Mothershead

Vice President,

Southern Region

Willie Perez

November 22, 2006

Mr. George Madison, Director
Governor's Office of Employee Relations
Agency Building 2-Empire State Plaza
Albany, NY 12223

Dear Mr. Madison:


As you know, the four-year interest arbitration award, governing the terms of employment between the State and NYSCOPBA that are directly related to compensation, expires on March 31, 2007.

Please consider this letter as our formal request to begin negotiations for the purpose of reaching agreement on a successor to the 2003-2007 interest arbitration award. This request is limited to those terms and conditions of employment directly related to compensation, as provided in Civil Service Law §209(4)(f).

We are available to meet at your convenience for the purpose of beginning the negotiation process.

We look forward to hearing from you.

Very truly yours,


Larry Flanagan, Jr.,
President

dkr



State of New York
Governor's Office of Employee Relations
Contract Negotiations and Administration Unit
2 Empire State Plaza, Suite 1201, Albany, New York 12223
(518) 473-3130 • (518) 473-6795 (Facsimile)

George E. Pataki
Governor

George H. Madison
Director

November 29, 2006

Mr. Lawrence Flanagan, Jr.
President
New York State Correctional Officers
and Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Negotiations

Dear Mr. Flanagan:

This is in response to your recent letters to Director George Madison requesting that we: 1.) resume negotiations for the Law Enforcement members of the SSU, and 2.) open negotiations for a successor to the 2003-07 Interest Arbitration award.

While noting that the CSEA fragmentation petition has been dismissed by PERB, the possibility of appeal still exists. If we are assured that no appeal is forthcoming, we would contact you to begin discussions on all open issues covering those employees.

Additionally, please be advised that until there is a resolution of all open items from the negotiations for a successor agreement to the expired 1999-2003 Agreement, we will not begin negotiations beyond March 31, 2007.

We hope to begin negotiations for an agreement that commences on April 1, 2007 for all members of the Security Services Unit once these processes, including a

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BY:.....

Mr. Lawrence Flanagan, Jr.
November 29, 2006
Page 2

NYSCOPBA ratification on a 2003-07 Agreement, are successfully completed.

If you have any questions, please contact me.

Sincerely,



Seren A. Hrachian
Associate Director

cc: W. Pellegrini
J. Currier
G. Simpson
W. Sheehan, Sheehan, Greene et al.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IMPROPER PRACTICE CHARGE

INSTRUCTIONS: File an original and four (4) copies of this charge with the Director of Public Employment Practices and Representation, New York State Public Employment Relations Board, 80 Wolf Road, Albany, NY 12205-2670. If more space is required for any item, attach additional sheets, numbering item accordingly.

DO NOT WRITE IN THIS SPACE

Case No. U-

Received:

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

MAR 29 2007

1. CHARGING PARTY

REPRESENTATION

- a. Name (If employee organization, give full name, including any affiliation and local name and number):

New York State Correctional Officers and Police Benevolent Association, Inc. ("NYSCOPBA")

- b. Address (No. & Street, City and Zip Code, County):

Telephone Number:

102 Hackett Boulevard, Albany, New York 12210

(518) 427-1551

- c. Name and title of the representative filing charge:

William F. Sheehan, Attorney

- d. Name, address and telephone number of attorney or other representative, if any, to whom correspondence is to be directed:

Telephone Number:

William F. Sheehan, Esq.
Sheehan Greene Carraway Golderman & Jacques LLP
99 Pine Street, Suite 402
Albany, NY 12207

(518) 462-0110

2. PUBLIC EMPLOYER AND/OR EMPLOYEE ORGANIZATION AGAINST WHICH CHARGE IS BROUGHT

- a. Name and Address (No. & Street, City and Zip Code, County):

State of New York (Governor's Office of Employee Relations)
Agency Building 2, Empire State Plaza, Albany, NY 12223

- b. Telephone Number: (518) 473-3130

3. Is the charging party filing a separate application for injunctive relief pursuant to §204.15 of the Board's Rules of Procedure?

___ YES

X NO

4. VIOLATIONS ALLEGED

Pursuant to Article 14 of the Civil Service Law, as amended (Public Employees' Fair Employment Act), the charging party hereby alleges that the above-named respondent(s) has (have) engaged in or is (are) engaging in an improper practice within the meaning of the following subsections of Section 209-a of said Act (check the subsection(s) allegedly violated):

If by a public employer

If by an employee organization

- () 209-a.1(a)
() 209-a.1(b)
() 209-a.1(c)
(X) 209-a.1(d)
() 209-a.1(e)
() 209-a.1(f)

- () 209-a.2(a)
() 209-a.2(b)
() 209-a.2(c)*

* If the charge alleges a violation of Section 209-a.2(c) of the Act based on an employee organization's processing of or failure to process a claim that a public employer has breached its agreement with such employee organization, identify the public employer:

a. Name and Address (No. & Street, City and Zip Code, County):

b. Telephone Number:

5. Specify in detail the alleged violation(s). Include names, dates, times, places and particular actions constituting each violation. Use additional sheet(s), if necessary. Failure to supply sufficient factual detail may result in a delay in processing or dismissal of the charge.

See "Details of Charge" annexed hereto.

6. If the charge alleges a violation of Section 209-a.1(d) or 209-a.2(b) of the Act, has the charging party notified the Board in writing of the existence of an impasse pursuant to Section 205.1 of the Board's Rules of Procedure?

YES

X NO

7. The charging party is available immediately to participate in a pre-hearing conference and a formal hearing.

X YES

NO

STATE OF NEW YORK)

COUNTY OF ALBANY)

ss.:

William F. Sheehan, being duly sworn deposes and says, that (s)he is the charging party above named, or its representative, and that he has read the above charge consisting of this and 4 additional page(s), and is familiar with the facts alleged therein, which facts he knows to be true, except as to those matters alleged on information and belief, which matters he believes to be true.

William F. Sheehan
(Signature)

Attorney

(Title)

Subscribed and sworn to before me
this 28th day of March, 2007

Joanne Newell
Notary Public

Joanne Newell
Notary Public State of New York
Qualified in Albany County
#4848516

Commission Expires March 30, 2007

SGCGJ01 886353.1

PERB 579 (11/98)

DETAILS OF CHARGE

1. The Charging Party, New York State Correctional Officers and Police Benevolent Association, Inc. ("NYSCOPBA"), is the certified bargaining representative of the Security Services Unit, which consists of approximately 23,000 New York State employees in various security-related titles, approximately 21,000 of whom are Correction Officers and Correction Sergeants employed by the New York State Department of Correctional Services ("DOCS").
2. By Chapter 586 of the Laws of 2001, as amended by Chapter 220 of the Laws of 2002, and codified at Section 209(4) of the Civil Service Law, binding interest arbitration by a public arbitration panel was made available to those members of the Security Services Unit who are peace officers employed by the New York State Department of Correctional Services ("DOCS").
3. Pursuant to Civil Service Law Section 209(4)(f), however, the extension of interest arbitration to peace officers employed by DOCS applies only ". . . to the terms of collective bargaining agreements directly relating to compensation. . . ."
4. Correction Officers and Correction Sergeants are peace officers employed by DOCS and are therefore eligible for interest arbitration.
5. NYSCOPBA and the State of New York ("State") are parties to a collective bargaining agreement for the term April 1, 1999 to March 31, 2003.

6. Between 2003 and 2004, the State and NYSCOPBA conducted negotiations toward a successor to the 1999-2003 agreement, but impasse was subsequently reached, mediation proved unsuccessful, and on or about February 14, 2005, NYSCOPBA petitioned for interest arbitration on behalf of those members of the Security Services Unit who are peace officers employed by DOCS.
7. On or about May 4, 2005, PERB designated a three-member public arbitration panel (hereinafter "Panel"), chaired by Thomas N. Rinaldo, for the purpose of making a just and reasonable determination of the dispute.
8. The Panel held hearings between October and December of 2005 and issued a "Final and Binding Award of Tripartite Panel" (hereinafter "Award") dated March 21, 2006, for the term April 1, 2003 to March 31, 2007. (A copy of the award is annexed hereby as **Exhibit "A."**)
9. The panel subsequently issued a full "Opinion and Award."
10. On or about December 5, 2006 the Panel issued an "Amended Final and Binding Award of Tripartite Panel" (hereinafter "Amended Award") for the purpose of making certain changes to one element of the original award, Inconvenience Pay, that were necessitated by problems in implementing the Inconvenience Pay program as it was formulated in the original award. (A copy of the Amended Award is annexed hereto as **Exhibit "B."**)

11. The issuance of the 2003-2007 arbitration award provides a final and binding resolution of the issues that were addressed therein, including salary, longevity, geographic pay, inconvenience pay, health insurance and other issues relating to compensation.
12. Certain other, non-compensatory issues between the State and NYSCOPBA that have been the subject of ongoing negotiations since the expiration of the 1999-2003 collective bargaining agreement were not submitted to the Panel because they were beyond the Panel's jurisdiction and they remain unresolved.
13. On or about November 22, 2006, NYSCOPBA's President, Larry Flanagan, Jr., requested that the State commence negotiations on compensatory issues for the period beginning April 1, 2007 and beyond. (Annexed hereto as **Exhibit "C"** is a copy of Mr. Flanagan's letter to then-GOER Director George H. Madison.)
14. By reply letter dated November 29, 2006, GOER refused to resume negotiations on any of the compensatory issues decided by the interest arbitration award "until there is a resolution of all open items from the negotiations for a successor agreement to the expired 1999-2003 agreement. . . ." (A copy of the said letter is annexed hereto as **Exhibit "D."**)
15. The State's refusal to bargain over compensatory issues, notwithstanding that all such issues are resolved for the period April 1, 2003 to March 31, 2007, and further notwithstanding that the term of the Award will expire after March 31, 2007, constitutes a refusal to negotiate in good faith in violation of Civil Service Law Section 209-a(1)(d).

16. The State has improperly conditioned its willingness to negotiate compensatory issues upon the successful resolution of outstanding non-compensatory issues, despite the statutory differentiation in impasse resolution procedures between the two.

WHEREFORE, the Charging Party respectfully requests that PERB direct the State to forthwith bargain in good faith with NYSCOPBA over those terms and conditions of employment directly related to compensation for the period beginning April 1, 2007 and beyond.

SGCGJ01 886249.1

EXHIBIT A

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

THE STATE OF NEW YORK

Employer,

-and-

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

Employee Organization.

FINAL AND BINDING AWARD
OF TRIPARTITE PANEL

1A 2004 - 009

The Public Arbitration Panel members are:

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

Appearances:

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

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

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

W. James Schwan, Esq.

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

1) General Salary Increase

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

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

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

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

2) Uniforms

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

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

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

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

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

3) Longevity

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

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

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

4) Security Enforcement Differential

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

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

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

5) Location

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

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

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

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

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

6) Health Insurance

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

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

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

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

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

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

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

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

7) Inconvenience Pay

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

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

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

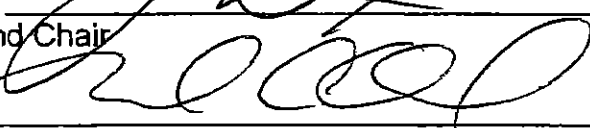
8) Article 25.9 (Employee Benefit Fund) shall be modified effective April 1, 2003. The amount shall increase to \$25; effective April 1, 2006, it shall be increased to \$30.

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

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

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

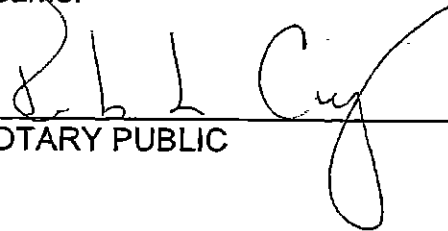
Thomas N. Rinaldo, Esq. 
Neutral Panel Member and Chair

Michael Axelrod, Esq. 
NYSCOPBA Panel Member

Walter J. Pellegrini, Esq. 
State Panel Member

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

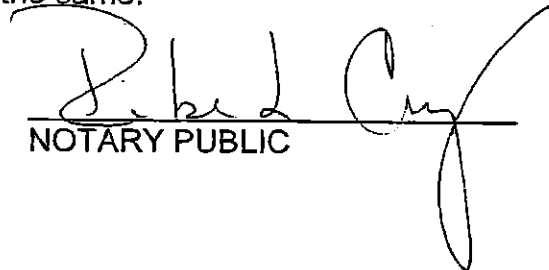
On the 21st day of March 2006, before me personally came and appeared THOMAS N. RINALDO, Esq., to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.



NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

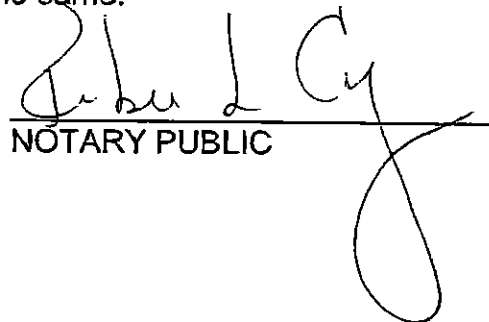
On the 21st day of March 2006, before me personally came and appeared MICHAEL C. AXELROD, Esq., to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.



NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

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



NOTARY PUBLIC


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

EXHIBIT B

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

THE STATE OF NEW YORK

Employer,

-and-

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

Employee Organization.

AMENDED
FINAL AND BINDING AWARD
OF TRIPARTITE PANEL

1A 2004 - 009

The Public Arbitration Panel members are:

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

On March 21, 2006 a Final and Binding Award of the Tripartite Panel was issued pursuant to Section 209 of the Taylor Law resolving the open issues between the State of New York and the New York State Correctional Officers and Police Benevolent Association, Inc.

Item number 7 of such award, Inconvenience Pay, provides:

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

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

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

In an effort to clarify and expedite the implementation of this portion of such Award let the following language control:

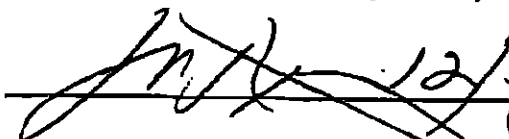
Employees assigned to work on the night shift, as defined by the facility, shall receive \$900 per year for work on such shift. This amount shall be paid in equal installments in each bi-weekly check.

Employees assigned to work on the evening shift, as defined by the facility, shall receive \$1,800 per year for work on such shift. This amount shall be paid in equal installments in each bi-weekly check.

Members on approved paid leave shall continue to receive inconvenience payments as provided above. Intermittent Inconvenience Pay shall continue, and be paid consistent with past practice.

It is the intent of the Panel that all arbitration eligible employees shall be paid their respective inconvenience payments bi-weekly to the extent that at the end of 26 pay periods the amounts will equal \$900 or \$1,800 respectively.

Thomas N. Rinaldo, Esq.

 12/5/06
(Date)

Michael Axlerod, Esq.

(Date)

Walter J. Pellegrini, Esq.

 12/5/06
(Date)