

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the Application of

LISA FLANZRAICH, BENAY WAITZMAN,
LINDA WOOLVERTON, ED FERINGTON,
MERRI TURK LASKY, PHYLLIS LIPMAN,
on behalf of themselves and others similarly
situated, and the NYC ORGANIZATION OF
PUBLIC SERVICE RETIREES, INC., on
behalf of former New York City public
service employees who are now Medicare-
eligible Retirees,

Petitioner,

For Judgment Pursuant to CPLR Article 78

- against -

RENEE CAMPION, as Commissioner of the
City of New York Office of Labor Relations,
CITY OF NEW YORK OFFICE OF LABOR
RELATIONS, the CITY OF NEW YORK,

Respondents.

Index No.:

**AFFIDAVIT OF ED
FERINGTON**

ED FERINGTON, being duly sworn, deposes and says:

1. I am a resident of New York. I worked for the New York City Police Department from 1987 until 2011. I retired with a full pension and health benefits on or about April 30, 2011.
2. While I was an active employee, I was a member of the Detectives Endowment Association (“DEA”) and worked under successive CBAs entered into by the City and my union.
3. The CBA in effect upon my retirement is attached as Exhibit G.

4. As stated in Exhibit G, the City's obligation to pay the cost of the health plan is detailed on page 12: the "City shall continue to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP-HMO on a category basis." The City has paid the basic premium for my health insurance since my retirement.

5. I became aware of my retirement benefits from both the City's SPD and various communications with my union.

6. I was told by a union representative that upon reaching the age of 65 I would be required to enroll in Medicare, parts A and B. I was told that my Medicare part B premiums would be reimbursed by the City, that my healthcare benefits would switch to a Medicare Supplemental/Medigap plan of my choosing, and that the plan I chose would be fully paid for by the City – for life. I was told that the Supplemental/Medigap plans made available by the City at the time of my retirement fully paid for the 20% of medical costs not covered by Medicare. I was also told that the cost of the Supplemental/Medigap plan was far lower than the cap set by the CBA and City law.

7. I believe that the SPD in place at the time of my retirement was similar to the SPD provided by the City currently and said that retirees are eligible for benefits based on the "City policy in place at the time you retire" and are entitled to the "applicable" benefits in place when they retire (Ex. A, p. 14).

8. The various health plan options that were available to me are detailed in the SPD. Included in that SPD was the GHI-CPB for non-Medicare-eligible retirees; and the GHI Senior Care plan for Medicare-eligible retirees.

9. Prior to my retirement, I was repeatedly informed by union and city officials that my retirement benefits would be those offered by the City at the time of my retirement.

10. Upon retirement, I received a pension and health benefits from the City as detailed in the SPD.

11. The health benefit I chose when I retired and became Medicare-eligible was the GHI Senior Care plan, a “Medigap” plan.

12. When I became eligible for that plan, the City began paying the entire premium for that plan and has done so up until the present.

13. Under the GHI Senior Care plan, I had access to all doctors who treated Medicare-eligible patients; paid no co-pays; and my doctors rarely had to get prior authorization for procedures; and when they did, had no problem getting them in a timely, patient-centered manner.

14. On or about August 19, 2021, I received a letter from New York City Office of Labor Relations stating that effective January 1, 2022, I would no longer be enrolled in the GHI Senior Care Plan, and that I would be switched into a Medicare Advantage Plan provided by an alliance of Emblem Health and Empire Blue Cross Blue Shield.

15. I contacted several of my current doctors, who informed me that they would not be accepting the new Medicare Advantage plan. Without Medicare-paid-for access to my current doctors, the Medicare Advantage Plan is a material diminution of the benefits I receive under the GHI Senior Care Plan.

16. Under my current GHI Senior Care plan, I do not pay any co-pays. The City has informed me that the new Medicare Advantage Plan will require me to pay some co-pay fees. That imposition of co-pays is a diminution of the health benefits I have received since my retirement.

17. I do not want to change from the GHI Senior Care plan to the Medicare Advantage Plan and have not authorized the City to make that switch from the GHI Senior Care plan.

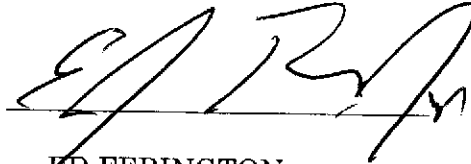
18. My CBA said that “Effective with the reopener period for Health Insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans,” (Ex. G, p. 12). Nothing in my CBA gave the City the right to change my health insurance plan without my consent.

19. On or about August 25, 2021, I learned from social media that in order to keep the GHI Senior Care plan, I would have to affirmatively opt into that plan and pay a premium of \$191.57 per month. I never received any communication from the City concerning this imposition of a charge to keep my current plan, but later confirmed it with the OLR.

20. A monthly payment of \$191.57 would be a material hardship to me as I live on a fixed income and face significant health challenges as I age.

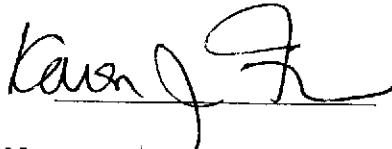
21. My vested benefits include a Medicare Supplemental plan/Medigap plan that is fully paid for by the City and covers the portion of the cost of my medical care not covered by Medicare Parts A and B. Any diminution of those benefits that result

from the imposition of a Medicare Advantage Plan by the City is an abrogation of the benefits I am entitled to under the CBA in place when I retired.


ED FERINGTON

Sworn to before me this

26 day of September, 2021


Notary Public

**Karen J. Ferington
Notary Public, State of New York
Qualified in Kings County
No. 24-02FE4896761
Commission Expires July 5, 2023**