



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

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LETTER TO CORRECTIONS MEMBERS RE: MOU

Dear NYSCOPBA Corrections Member:

We are pleased to announce that **we have signed a Memorandum of Understanding (“MOU”) with the State that will be sent out to you for ratification shortly.** This MOU resolves all outstanding non-monetary issues for bargaining unit members and all monetary issues for our Law Enforcement members for the term April 1, 2003 to March 31, 2007. If ratified by the membership, it will clear the way for us to immediately begin negotiations with the State for a new agreement covering both monetary and non-monetary terms.

The ratification process. Because you, our corrections members, had your monetary terms established by the interest arbitration award, your ballot covers non-monetary terms, while the ballot for our law enforcement members includes both monetary and non-monetary terms. (The non-monetary terms are exactly the same for all members). The process will be administered by the American Arbitration Association.

Why we are sending this MOU out now. As you will see, for all unresolved non-monetary issues (those not directly related to compensation), we extended the 1999-2003 contractual provisions through March 31, 2007. We are free to raise these same issues in the next round of bargaining. This will allow us to continue with the same contract language we already have been working under, to receive full funding for all existing programs and committees, and to immediately begin negotiations for a new agreement.

The non-monetary terms of the MOU are as follows:

(1) Increased funding of all committee and program monies, fully retroactive to April 1, 2003:

Program	Contract Article	Annual Funding
Education and Training	13.1	\$147,000
Employee Assistance	13.5(a)	93,204
Organizational Alcohol	13.5(b)	144,638
Labor Management Training	13.6	67,170
QWL L/M Committee	25.6	259,298

No programs were discontinued and the amount for each was increased by 5% from the 2002-2003 level. In addition, the correction officer trainee stipend of \$200 is continued. Ratification of this MOU will immediately free up funds for tuition reimbursement, QWL expenditures and other programs.

(2) Extending committee and program funding through March 31, 2008:

To address our concerns that the funding for these committees would “sunset” immediately upon signing the MOU (this agreement will have already expired on March 31, 2007), the State has agreed to extend the funding for all the programs identified above for an additional year, through March 31, 2008, at the same funding level. In addition, the State has agreed to fund the Joint Committee on Health and Dental Benefits and the Employee Benefit Fund, under Articles 12.11 and 25.9, respectively, through March 31, 2008, based on the 2006-07 amounts that were awarded in the March, 2006 interest arbitration case (\$136,500 for the Joint Committee and \$30 per employee (approximately \$687,000) for the Employee Benefit Fund). This is a great step forward for NYSCOPBA members, giving us an opportunity to use existing money.

(3) Article 24 (Seniority):

The State has agreed to new language that protects members who transfer to another department or agency within the same title from losing their seniority. This affects our law enforcement members. Safety and Security Officers transferring from OMH to OMRDD (or vice versa) will now take their seniority with them.

(4) Legal Defense Fund:

The State will continue to fund this program in the amount of \$150,000 annually.

(5) Dependant Care Advantage:

The State agrees to make an annual contribution to a Dependent Care Advantage Account (“DCAAccount”) for eligible employees who have to pay for child care (including the cost of summer day camps), elder care or disabled dependent care while they are at work. The amount of the employer contribution is based on salary:

<u>2007 Rates</u>	
<u>Employee's Salary</u>	<u>Employer Contribution</u>
Under 30,000	\$700
\$30,001 - \$40,000	\$600
\$40,001 - \$50,000	\$500
\$50,001 - \$60,000	\$400

In addition to the employer contribution, employees may set aside up to \$5,000 in pre-tax salary to pay for such expenses. Upon ratification of this MOU, many members will be able to enroll in this program immediately (because they will have an eligible “change in status”), even though the open enrollment period for 2007 is over. Enrollment forms may be submitted online. Further details may be found on NYSCOPBA’s web site. We recommend that members interested in this program access the DCAAccount web site found at www.flexspend.state.ny.us or call the DCAAccount at 1-800-358-7202.

(6) Article 23 (Reimbursement for Property Damage):

The maximum payment that can be made out of local funds at the institution level to reimburse members for property damage is increased from \$150 to \$350.

(7) Continuation of all other contractual provisions:

All other provisions of the 1999-2003 agreement, except as modified above, will be continued for the term April 1, 2003 to March 31, 2007, including the side letters.

The NYSCOPBA Executive Board supports the MOU for these reasons:

- a. We can immediately begin negotiations on all issues (monetary and non-monetary) for the period beginning April 1, 2007.
- b. We gain five years of funding on programs vital to our members.
- c. We improve the seniority provisions of Article 24.
- d. The Dependent Care Advantage Account is a benefit for which many members may be eligible.
- e. We give up nothing.

Obviously, we are committed to begin negotiations for a new agreement as quickly as possible. The State has refused to do so until all issues for the term April 1, 2003 to March 31, 2007 have been resolved. While we have challenged the State’s position at PERB, it will take many months to fully litigate that issue, with no guarantee as to the result. Because this MOU offers us the opportunity to take everything that is currently on the table, give up nothing and to begin a new round of bargaining immediately following ratification, we believe it is in the best interests of the membership.

We are preparing for the next round of bargaining. We are committed to insuring that the next round of negotiations does not get caught up in the delays, disputes and politics that affected the previous negotiations. We want to bring back a contract or arbitration award within a reasonable time frame and that process is well underway. The negotiating team has been assembled and was brought out for three days in April and for another day in May to work on bargaining proposals. We hired Mike Axelrod as a consultant at the last Executive Assembly meeting. We are working diligently to move things forward. The next step in the process is to actually start negotiations with the State. This MOU, if ratified, will allow us to do that.

Please check NYSCOPBA's web site for information and developments as we proceed.

Thanks.

A handwritten signature in cursive script, appearing to read "Larry Flanagan, Jr.", written in dark ink.

Larry Flanagan, Jr.
President