

**“Reopener”
of
2003-2007
Collective Bargaining Agreement
Between
The City of New York
and
The Correction Captains’ Association**

MEMORANDUM OF UNDERSTANDING made this 11 day of July, 2008, (“2003-2007 CCA Reopener MOU”) by and between the undersigned Correction Captains’ Association (the “Union”); and the City of New York (the “City”).

WITNESSETH

WHEREAS, the undersigned parties entered into a collective bargaining agreement on November 14, 2006, known as the 2003-2007 Correction Captains Association Unit Agreement (“2003-2007 CCA Unit Agreement”), to cover the employees represented by the Union (“Employees”);

WHEREAS, the CCA Unit Agreement for the period of June 1, 2003 to December 15, 2007 included a provision incorporated into a side letter concerning the parties’ intentions in the event that another uniform collective bargaining unit had an adjustment made to their salary schedule that was greater than the negotiated increases during the term of this 2003-2007 Agreement;

WHEREAS, on May 22, 2008, a Public Arbitration Panel issued an award;

WHEREAS, pursuant to the terms of the side letter, the parties have reopened the 2003-2007 Agreement for the purposes of discussing that issue;

NOW, THEREFORE, it is jointly agreed as follows:

Section 1. Term

The term of this 2003-2007 CCA Reopener MOU shall cover the period from June 1, 2003 through December 15, 2007.

Section 2. Continuation of Terms

The terms of the 2003-2007 Collective Bargaining Agreement shall be continued, except as modified pursuant to this 2003-2007 CCA Reopener MOU.

Section 3. Adjustment to Basic Maximum Salary

- a. Effective January 19, 2007, the basic maximum salary for a Correction Captain shall be \$83,833.
- b. The parties agree that this reopener has an economic impact on the successor agreement covering the period from December 16, 2007 to April 30, 2010. The parties have negotiated over the effects of the reopener on the successor agreement and agree as follows:
 - to forego the \$1000 lump sum annuity payment otherwise effective 12/16/09
 - to amend the longevity increase effective 12/16/09 from an additional \$145 to an additional \$71

Section 4. Adjustment to Entry Level and Step I of Pay Plan

The salary schedule set forth in Article VI, Section 1. a. (ii) of the 2003-2007 Unit Agreement for Employees newly promoted to the position of Correction Captain on or after June 1, 2006 shall be amended as follows:

Effective
June 1, 2006

Entry Level	additional \$750
Step I	additional \$500

These adjustments shall remain in effect until January 19, 2009, whereupon the salary schedule shall revert to the one that had previously been negotiated for the period from December 16, 2007 to April 30, 2010.

Section 5. Annuity

Effective September 1, 2008, the City's contribution to the Annuity Fund shall be decreased by \$264 per annum per employee.

Section 6. Retroactivity

In the event that any payment is not paid on the date due under this 2003-2007 CCA Reopener MOU, such payment when made shall be paid retroactive to such date due.

Section 7. Conditions of Payment

The adjustments to basic maximum salary pursuant to Section 3 of this 2003-2007 CCA Reopener MOU shall be payable as soon as practicable upon ratification.

Section 8. Incorporation of Certain Provisions

The terms of this 2003-2007 CCA Reopener MOU shall be deemed incorporated into the 2003-2007 Unit Agreement as if they had been originally contained therein.

Section 9. Savings Clause

In the event that any provision of this MOU is found to be invalid by a court of law, administrative body, or other tribunal having jurisdiction, such invalidity shall not impair the validity and enforceability of the remaining provisions of this 2003-2007 CCA Reopener MOU. The parties shall meet to endeavor to renegotiate any such invalid provision so that the invalidity is overcome.

WHEREFORE, we have hereunto set our hands and seals this 11 day of July, 2008.

FOR THE CITY OF NEW YORK

BY: *James F. Hanley*
JAMES F. HANLEY
Commissioner of Labor Relations

FOR THE CORRECTION CAPTAINS
ASSOCIATION

BY: *Ronald Whitfield*
RONALD WHITFIELD
President

