

2009-2011
MEMORANDUM OF AGREEMENT
(Including Reopener of
2005-2007 and 2007-2009
Collective Bargaining Agreements)
Between
The City of New York
and
The Correction Officers Benevolent Association

MEMORANDUM OF AGREEMENT (the "Agreement") entered into this 27th day of October, 2008, by and between the City of New York (hereinafter referred to as the "Employer"), and the Correction Officers Benevolent Association ("COBA"), hereinafter referred to as the "Union".)

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this Memorandum of Agreement, for the period November 1, 2009 through October 31, 2011, and a Reopener modifying the collective bargaining agreements between the Employer and the Union that expired on July 31, 2007 and October 31, 2009, respectively, to cover employees represented by the Union ("Employees");

WHEREAS, the 2005-2007 and 2007-2009 COBA Agreements included a provision 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 Agreement;

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

WHEREAS, the parties have reopened the 2005-2007 and 2007-2009 Agreements for the purposes of discussing that issue;

WHEREAS, the undersigned parties also desire to enter into an MOA for the 2009-2011 period and an agreement successor to the Agreement that terminates on October 31, 2009, to cover the employees represented by the Union ("Employees");

WHEREAS, the undersigned parties intend by this COBA MOA (including the 2005-2007/2007-2009 "Re-opener") to cover all economic matters covering the period from May 1, 2005 through July 31, 2007, and from August 1, 2007 through October 31, 2009, respectively, and to incorporate the terms of this MOA into the Successor Separate Unit Agreement covering the period from November 1, 2009 through October 31, 2011;

NOW, THEREFORE, it is mutually agreed as follows:

1. Term:

The term of this Reopener and the subsequent successor collective bargaining agreement shall cover the period from May 1, 2005 through October 31, 2011.

2. Continuation of Terms:

The terms of the predecessor 2005-2007 and 2007-2009 separate unit agreements shall continue except as modified pursuant to this 2005-2011 Reopener and Memorandum of Agreement.

3. Salary Modifications Due to Reopener - General Wage Increase

In lieu of the pertinent provisions of the 2005-2007 collective bargaining agreement, the following shall apply:

- a. Effective May 1, 2005, Employees shall receive a general wage increase of 4.5% (in lieu of 3%).
- b. Effective May 1, 2006, Employees shall receive a general wage increase of 5% (in lieu of 3.15%).
- c. The increases provided for in Section 3 shall be calculated as follows:
 - i. The general increase in Section 4 a. shall be based upon the base rates (including salary and salary step schedules) in effect on April 30, 2005.
 - ii. The general increase in Section 4 b. shall be based upon the base rates (including salary and salary step schedules) in effect on April 30, 2006.
 - iii. Notwithstanding the provisions set forth in Section 3, the salary schedule for any Employee newly hired between January 1, 2006 and September 1, 2008, and between September 1, 2008 and January 1, 2009 shall be in accordance with Section 4. a. and 4. b., respectively.
 - iv. Notwithstanding the provisions set forth in Section 3, the appointment rate for any Employee newly hired on or after January 1, 2009 shall be in accordance with Section 5.

4. Other Salary Modifications Due to Reopener

- a. Effective September 1, 2008, the salary schedule for Correction Officers hired between January 1, 2006 and September 1, 2008 shall be modified as follows:

Effective September 1, 2008

Sixth Grade	\$38,809
Fifth Grade	\$40,351
Fourth Grade	\$45,099
Third Grade	\$49,251
Second Grade	\$52,338
First Grade	\$70,717

- b. Effective September 1, 2008, the salary schedule for Correction Officers hired between September 1, 2008 and January 1, 2009 shall be modified as follows:

Effective September 1, 2008

Sixth Grade	\$36,339
Fifth Grade	\$40,106
Fourth Grade	\$43,256
Third Grade	\$47,747
Second Grade	\$51,612
First Grade	\$70,717

5. Salary Schedule for New Hires on or after January 1, 2009

For Correction Officers hired on or after January 1, 2009, the following salary schedule shall apply:

(See: Note)	Effective <u>1/1/09</u>	Effective <u>11/1/09</u>	Effective <u>11/1/10</u>	Effective <u>12/1/10</u>
First 18 Months	\$36,134	\$37,579	\$39,082	\$39,755
After 1.5 Years	\$40,106	\$41,710	\$43,378	\$43,378
After 2.5 Years	\$43,256	\$44,986	\$46,785	\$46,785
After 3.5 Years	\$47,747	\$49,657	\$51,643	\$51,643
After 4.5 Years	\$51,612	\$53,676	\$55,823	\$55,823
After 5.5 Years	\$70,717	\$73,546	\$76,488	\$76,488

Note: The above salary rates already reflect the general increases in Section 9.

6. Annual Leave for New Hires

Effective January 1, 2009, Correction Officers hired on or after January 1, 2009 shall accrue thirteen (13) annual leave days in their first five (5) years of service.

7. Annuity Fund

- a. Effective January 1, 2009, the City's pro-rata annual contribution to the annuity fund shall be reduced by **\$464.00** per annum per employee.
- b. Effective December 1, 2010, the City's pro-rata annual contribution to the annuity fund shall be increased by **\$464.00** per annum per employee.

8. Civil Legal Representation Fund

- a. Effective January 1, 2009, the City's pro-rata annual contribution to the Civil Legal Representation Fund shall be reduced by **\$50.00** per annum per employee.
- b. Effective December 1, 2010, the City's pro-rata annual contribution to the Civil Legal Representation Fund shall be increased by **\$50.00** per annum per employee.

9. General Wage Increase:

- a. Effective November 1, 2009, Employees shall receive a general wage increase of four percent (4%).
- b. Effective November 1, 2010, Employees shall receive a general wage increase of four percent (4%).
- c. The increases provided for in this Section 9 shall be calculated as follows:
 - i. The general increase in Section 9 a. shall be based upon the base rates (including salary and salary step schedules) in effect on October 31, 2009.
 - ii. The general increase in Section 9 b. shall be based upon the base rates (including salary and salary step schedules) in effect on October 31, 2010.
 - iii. Notwithstanding the provisions set forth in Section 9, the appointment rate for any Employee newly hired on or after January 1, 2006 shall be in accordance with the applicable Sections of the 2005-2007 and 2007-2009 COBA Agreements as amended by this MOA.
 - iv. Notwithstanding the provisions set forth in Section 9, the appointment rate for any Employee newly hired on or after January 1, 2009 shall be in accordance with Section 5, above.

10. Longevity

Effective December 1, 2010, the longevity schedule shall be increased by **\$506.00** on each of the steps.

11. Welfare Fund

Effective December 1, 2010, the City's pro-rata annual contribution to the Welfare Fund on behalf of each active member and retiree shall be increased by **\$100.00** per annum.

12. Retroactivity

In the event that any payment is not paid on the date due under this 2005-2011 COBA MOA, such payment when made shall be paid retroactive to such due date.

13. Conditions of Payment

The adjustments due to the general wage increases pursuant to Section 4. of this 2005-2011 COBA MOA shall be payable as soon as practicable upon ratification.

14. Prohibition of Further Economic Demands

No Party to this agreement shall make additional economic demands during the term of the 2005-2011 COBA Agreements.

15. Ratification

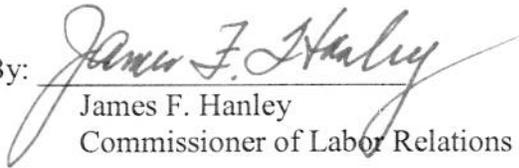
The terms of this Memorandum of Agreement are subject to agreement by the City and ratification by the Union.

16. Savings Clause

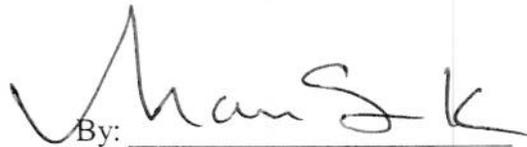
In the event that any provision of this MOA is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this COBA MOA.

WHEREFORE, we have hereunto set our hands and seals this 21st day of October, 2008.

For the City of New York:

By: 
James F. Hanley
Commissioner of Labor Relations

**For the Correction Officers
Benevolent Association:**

By: 
Norman Seabrook
President

	4/30/2005	5/1/2005	5/1/2006	8/1/2007	8/1/2008	11/1/2009	11/1/2010
CO hired prior to 1/1/06							
Sixth Grade	33838	4.50% 35361	5% 37129	4% 38614	4% 40159	4% 41765	4% 43436
Fifth Grade	36008	37628	39509	41089	42733	44442	46220
Fourth Grade	38162	39879	41873	43548	45290	47102	48986
Third Grade	44586	46592	48922	50879	52914	55031	57232
Second Grade	46254	48335	50752	52782	54893	57089	59373
First Grade	59588	62269	65382	67997	70717	73546	76488
CO hired between 1/1/06 and 1/1/09							
Academy	25100	26230	27542	28644	29790	30982	32221
1st 6 months	32700	34172	35881	37316	38809	40361	41975
after 1.5 years	34000	35530	37307	38799	40351	41965	43644
after 2.5 years	38000	39710	41696	43364	45099	46903	48779
after 3.5 years	41500	43368	45536	47357	49251	51221	53270
after 4.5 years	44100	46085	48389	50325	52338	54432	56609
after 5.5 years	59588	62269	65382	67997	70717	73546	76488
CO hired between 1/1/06 and 9/1/08							
Sixth Grade					9/1/2008	11/1/2009	11/1/2010
Fifth Grade					38809	40361	41975
Fourth Grade					40351	41965	43644
Third Grade					45099	46903	48779
Second Grade					49251	51221	53270
First Grade					52338	54432	56609
					70717	73546	76488

CO hired between 9/1/08 and 1/1/09

	9/1/2008	11/1/2009	11/1/2010
Sixth Grade	36339	37793 4%	39305 4%
Fifth Grade	40106	41710	43378
Fourth Grade	43256	44986	46785
Third Grade	47747	49657	51643
Second Grade	51612	53676	55823
First Grade	70717	73546	76488

Salary schedule for new hire CO's effective 1/1/09

	1/1/2009	11/1/2009	11/1/2010	12/1/2010
1st 1.5 years	36,134	37,579 4%	39,082 4%	39,755
after 1.5 years	40,106	41,710	43,378	43,378
after 2.5 years	43,256	44,986	46,785	46,785
after 3.5 years	47,747	49,657	51,643	51,643
after 4.5 years	51,612	53,676	55,823	55,823
after 5.5 years	70,717	73,546	76,488	76,488