

June 29, 2006

TO: ALL CCA MEMBERS

SUBJECT: TENTATIVE CONTRACT

This round of bargaining has been one of the most difficult we have had to face. A pattern was established, set by the unions that made the first deals, which included that part of any raise had to be funded by productivity which is just another way of saying give backs. Like many other unions we waited for the PBA to finish their arbitration, in part, because the PBA assured all the uniform unions they would not sell the future new hires. We all know what happened, they did sell the new hires. Thereafter all of the bigger unions did the same. Facing these circumstances and having gone so long without a contract, your Executive Board, while we didn't want to sell the new hires again, felt we had an obligation to get you the best possible contract with the least amount of benefit reduction to our incumbent members. We did just that.

After months of bargaining with very little progress at the bargaining table, the CCA filed for impasse and was ordered to go to mediation. This proved to be a wise move because today I can report to you that we have a tentative contract for your approval. Like all the other uniformed unions we had to agree to 4.24% in give backs to achieve the first two raises of 5% each. Basically in order to obtain the 4.24% in savings we agreed to a 6 ½ month contract extension, we reduced the new hires salary and added a step to get to top pay, we reduced their vacation and agreed to perform a range day in the same manner as other uniform unions had agreed to. What we refused to agree to is an overtime bank which would mean we work overtime for no compensation. We also refused to modify the Wittenberg Agreement thereby maintaining our protection against shift reduction. In addition, there will no increase in the length of the work day.

While your Executive Board and I are happy to get raises for all Captains, including those promoted in May 2006, it is our hope that never again to be put in the position we and all the other unions that represent supervisors, were put in which is to sell the new hires to achieve the same salary increases that unions representing entry level titles received.

Indicated below are the terms of the tentative settlement:

1. Term: June 1, 2003 through December 15, 2007 (4 years 6 ½ months). (Contract extension of 6 ½ months).

2. Wage increases:	Effective 6/1/03	5%
	Effective 6/1/04	5%
	Effective 11/11/05	3%
	Effective 11/11/06	3.15%.

3. Annuity Fund: Effective 11/11/07 the Annuity Fund contribution shall be increased by \$389 per year for all Captains.

4. Reopener: If another uniform collective bargaining unit has an adjustment made to their salary schedule outside the collective bargaining or arbitration process during the term of this agreement, then the parties shall reopen this agreement for the purpose of discussing that issue.

5. Continuation of terms: The terms of our current contract shall continue unless modified by this agreement.

6. Range Day: Effective upon ratification, all Captains shall use a pass day or one annual leave day, to qualify at the range.

7. New Salary Schedule for Captains promoted on or after June 1, 2006:

	Effective 6/1/06	Effective 11/11/06
Entry	\$62,856	\$64,836
After 1 year	\$63,345	\$65,340
After 2 years	\$63,860	\$65,872
After 3 years	\$64,375	\$66,403
After 4 years	\$64,890	\$66,934
After 5 years	\$65,405	\$67,465
After 6 years	\$78,695	\$81,174

8. A. Additional Tours: Captains promoted on or after June 1, 2006 shall perform 6 additional tours each promotional year beyond the number required for a similarly situated incumbent Captain promoted on or before June 30, 1990 for the first 6 years as a Captain for a total of 36 tours. These additional tours shall be limited to one tour per calendar month, one per swing period and six per year calculated on the employee's promotion date.

B. We resolved the grievance for Captains promoted on or after June 1, 1990 and before June 1, 2006 who are required to perform 3 additional tours for the first 5 years as a Captain. These three additional tours are to be worked one per quarter, one per swing and the 3 additional tours are to be performed within the promotion year. These 3 additional tours per promotion year shall not exceed a total of fifteen additional tours.

9. Annual Leave: Captains promoted on or after June 1, 2006 shall have the following annual vacation leave:

1 st year	16 days	5 th year	18 days
2 nd year	17 days	6 th year	20 days
3 rd year	18 days	7 th year	27 days
4 th year	18 days		

10. Military Leave: Effective upon ratification military leave for all Captains will be consistent with other agencies i.e. 22 work days, 30 calendar days. This is conformance with military law.

11. Captain Promotion Training Academy: Effective upon ratification employees to be promoted to Captain shall receive Correction Officer pay while in the training academy.

12. Vacation Smoothing: Effective upon ratification all Captains vacation picks shall be based on seniority by tour within command. No more than 10% of the command by tour can select vacation in the same vacation pick.

Below are the salary schedules for Captains promoted prior to June 1, 2006:

	Prior to 6/1/03	Effective 6/1/03 5%	Effective 6/1/04 5%	Effective 11/11/05 3%	Effective 11/11/06 3.15%
1 st Step	\$56,444	\$59,266	\$62,229	\$64,096	\$66,115
2 nd Step	\$56,558	\$59,386	\$62,355	\$64,226	\$66,249
3 rd Step	\$56,673	\$59,507	\$62,482	\$64,356	\$66,383
4 th Step	\$58,163	\$61,071	\$64,125	\$66,049	\$68,130
5 th Step	\$59,485	\$62,459	\$65,582	\$67,549	\$69,677
6 th Step	\$69,300	\$72,765	\$76,403	\$78,695	\$81,174

If this tentative contract is approved, indicated below is an estimate of the retroactive pay that is due for Captains at the top step as of June 1, 2003:

For the period June 1, 2003 through May 31, 2004:

\$72,765 Effective 6/1/03	
<u>\$69,300 Prior to 6/1/03</u>	
\$3,465 per year	\$3,465

For the period June 1, 2004 through May 31, 2005:

\$76,403 Effective 6/1/04	
<u>\$69,300 Prior to 6/1/03</u>	
\$7,103 per year	\$7,103

For the period June 1, 2005 through November 10, 2005 -163 day (163 days divided by 365 days equals 44.65% multiplied by \$7103):

Same raise as of June 1, 2004 for an additional 163 days	\$3,172
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For the period November 11, 2005 through July 31, 2006 262 days:

\$78,695 Effective 11/11/05

\$69,300 Prior to 6/1/03 (262 days)

\$9,395 per year (262 days divided by 365 days per year
equals 71.78% multiplied by \$9,395) \$6,743

Estimated retroactive pay at the top base salary step \$20,483

This retroactive pay estimate does not include retroactive pay for overtime, night differential, or holiday pay.

Our goal was to follow the member's feelings which was to ensure the least amount of reduced benefits for the incumbent Captains. We accomplished this goal. The only effect in this tentative deal for the incumbent Captain is the 6 ½ month extension, which is less than what the ADW's agreed to and substantially the same as COBA, vacation smoothing and a range day for all Captains. We were also able to achieve an increase the annuity fund contributions. In addition we obtained a reopener in the event some other uniform union receives a pay adjustment outside the collective bargaining and arbitration process.

While we are not happy with funding a portion of our raises, which was the pattern for this bargaining round we listen to you, the members, and obtained the same raises with retroactive pay with very little negative effect on your benefits.

Your Executive Board and I strongly urge you to vote to ratify this tentative contract.

Fraternally,
Peter D. Meringolo