

MEMO

To: ALAA Members
Fr: Michael Letwin, CDD-Brooklyn, Former President (1989-2002)
Re: Contract Negotiations
Da: October 2, 2003

Introduction

This memo addresses recent questions about Management's promise of 3% annual salary increases, and the proposed contract now before us.

Management's 3% Offer

In 2002, cumulative joint efforts by ALAA, 1199 and LAS won an \$8.6 million increase in city funding. The city conditioned this increase on: (1) Withdrawal of pending federal litigation brought by the unions and the Society that challenged the Giuliani administration's retaliation for the 1994 strike;¹ and (2) Legal Aid representation of at least 86% of the cases in arraignments. Wise, *Legal Aid Society's Contract Increases Trial-Level Funding*, NYLJ, Dec. 18, 2002.

On July 23, 2002, to enable consummation of this agreement, and to ensure that at least some of those new funds would be reserved for salary increases, the ALAA Delegate Council "authorize[d] the ALAA Executive Board to decide settlement of the Union's litigation concerning the 1994 strike, following negotiations with LAS management over allocation of additional city funds." *ALAA Delegate Council Bulletin #85* (Sept. 19, 2002).²

At a subsequent meeting to discuss these issues, LAS President and Attorney-in-Chief Danny Greenberg responded to Union representatives with the assurance of at least 3% annual salary increases in the upcoming ALAA and 1199 contracts. Pursuant to the above DC

¹This retaliation, centered on establishment of runaway (nonunion) defense contractors in each boro and appellate division, cut LAS criminal funding by some \$25 million. See Letwin, *History of The Association of Legal Aid Attorneys UAW Local 2325* (Rev. Aug. 1999), at <http://alaa.org/frames/history.html>.

²Because of its overriding agreement on the need for additional LAS funds, the DC tabled a motion that would have "[c]ondition[ed] settlement . . . of the Union's litigation concerning the 1994 strike on management's written assurance that additional staff (other than replacement of attrition) will not be hired until after staff attorney compensation is increased by more than 2.5%/year."

resolution, ALAA then authorized settlement of the federal litigation. *Id.*

The Current Offer

Staff Attorneys in each CDD boro have consistently fulfilled or exceeded the new city contract’s 86% intake requirement. Members have now learned, however, that Management has not honored its “3% + 3%” promise.

In the proposed three-year package, only 2% of the total 11% salary increases would occur during the first 22 months, *Summary of Economic Agreement Between ALAA and LAS* (ALAA, Sept. 16, 2003)—a period nearly as long as ALAA’s traditional two-year contract. The next 3% increases would not take effect, respectively, until July 1, 2004, October 1, 2004, and July 1, 2005—the latter, just three months before expiration of the proposed contract on September 30, 2005. The following table contrasts that offer with the two previous contracts and with the promised offer for this contract.

Comparative Salary Increases (In Percentages)				
Terms	Y1 (retro to 10/1)	Y2	Y3	Y4
1998-2004 ³	2.5-3.2	2.0-8.8	3.0	2.0-8.8
2002-2004 (promised)	3.0+	3.0+	UK	
2002-2005 (proposed)	2.0	7/1/04: 3.0	10/1/04: 3.0 7/1/05: 3.0	UK

The current offer is not significantly improved by a proposed 1.5% first-year bonus (not payable until July 1, 2004), which ranges from \$630 for law graduates to \$1290 for Step 25—before taxes. ALAA has always rejected such across-the-board bonuses, which neither recur nor generate 6.5% pension contributions.

³*Memorandum of Agreement, ALAA Collective Bargaining Agreement, 1998-2000* (May 4, 1999), at 9-10; *Memorandum of Agreement, ALAA Collective Bargaining Agreement, 2000-2002* (Nov. 14, 2001), at 7.

Negotiations and Democracy

No matter how many hours Union representatives may put in, their leverage at the bargaining table depends on active membership participation and, when necessary, mobilization during negotiations. In the past, ALAA leaders have periodically provided the membership with detailed written bulletins, office meetings and/or e-mail.⁴ This highly-democratic process has allowed members to play an active—and often determinative—role in influencing both the Union bargaining team and Management.⁵

This year, however, the Union leadership has provided virtually no information during contract negotiations. Members, therefore, have been unable to influence the conduct of their bargaining team, or to provide our negotiators with the pressure necessary to hold Management to its promised 3% annual salary increases.

Before ratification, therefore, the membership is entitled to a complete, written report on the course of negotiations, the exact text of any tentative agreement, and an open and democratic discussion of such questions as:

- (1) When, and on what grounds, did Management breach its promise?
- (2) Why wasn't the membership immediately informed and mobilized to enforce it, as some EB members had reportedly proposed?
- (3) By what means (if any) are members prepared to seek enforcement of Management's earlier promise?

⁴During negotiations for the 1998-2000 contract, which was not ratified until May 25, 1999, the Union leadership reported to members at office meetings held throughout bargaining from March through May. Office meetings about the status of the 2000-2002 contract, which was not ratified until on September 6, 2001, were held from June 2001 through August 2001.

These and other meetings were supplemented by detailed written bulletins which reported, in detail, on the status of negotiations as they occurred. *See, e.g., Report #2 on Contract Negotiations* (ALAA and 1199 Bargaining Committees, March 21, 1999)(Attached as Appendix A); *LAS Contract Offer* (ALAA, July 17, 2001)(Attached as Appendix B).

⁵Letwin, *supra*, at n.1.