

## MEMO

To: EB—EYES ONLY: NOT FOR DISTRIBUTION  
Fr: Michael Letwin  
Re: Contract Negotiations  
Da: August 1, 2001

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### Summary

As detailed below, Management's offer now: (1) Omits any proposed change in parental leave language; and (2) Changes the second-year comparability date to cover any funding increases due to early 2002 city budget modification. Discussion is under way concerning stronger flex-time and additional personal days. A brief general report concerning (but not yet detailing all of) the above will be sent to ALAA members tomorrow. If necessary, the EB will meet again prior to the August 28 DC meeting.

NB: Michael will be away from 8/3-8/25, but can be reached via office voice-mail or, if necessary at 917.282.0139; George will return 8/20 and his cell is 917.864.9443; in addition, interns will be staffing office during this period.

### Tuesday's EB Meeting

Last night's EB meeting was attended by Letwin, Blum, Mulligan, Popper, Holder, Bing-Hampson, Narra, Korotzer, Smith, Hochberg and Hughes. In the course of discussion, Theresa said the following (not necessarily in this order):

•**Parental Leave**. (1) Management does not (and never meant to) propose changing the current contract provision, which therefore will remain in any new agreement; (2) Society counsel will further examine, and discuss with ALAA counsel, the legality of the current provision; (3) If agreement cannot be reached as to its legality, ALAA can grieve and arbitrate the issue under the current contract language.

•**Additional Money**. The Society has no more to offer.

•**Comparability**. Management agrees to change the trigger date to cover any additional funding that may be received during an early 2002 city budget modification, but will not agree to language that compares salary rather than overall compensation.

- Non-CDD Comp Time**. ALAA should make a specific proposal.
- CDD Comp Time**. Management would only consider a proposal that ends banking.

After Theresa left, the EB agreed that a subcommittee would meet with Theresa today to discuss the following ALAA counterproposals (which were adopted by various votes):

- Additional Money**: 3.5% salary in each year.
- Comparability**. Compare salary only.
- Non-CDD Comp Time**. (1) 5 additional personal days (for total of 10); (2) stronger flex time language; and (3) examine the cost of further increasing non-CDD vacation buyback.
- CDD Comp Time**. 7/1/02-9/30/02 test period with individual option to use, sell at salary rate or bank; thereafter automatically reverts to current provision.
- Retiree Health Benefits**. Apply to those who left earlier with 25 years LAS service, upon turning 65.

### **Today's Negotiations**

This afternoon, Theresa (accompanied by Linda Gaal) met with an EB subcommittee made up of Letwin, Smith, Korotzer, Narra, Codling and Popper and responded as follows to the above ALAA counterproposals:

- Additional Money**. There still isn't any more, particularly since Oxford is now seeking an 18% premium increase eff. 1/1/02, v. 5% allocated in LAS budget (Management will not reduce health benefits or pass on any of the increased cost to attorneys).
- Comparability**. Must say overall compensation, not just salary.
- Non-CDD Comp Time**. (1) As stated above, no money for more vacation buyback, but ALAA can move existing offer around to do so; (2) Current flex time language is sufficient, but she will look at specific proposed ALAA language to strengthen (Antonia to draft); (3) Will consider 5 additional non-CDD personal days, but only on condition of a non-binding statement clarifying that this is in lieu of per se comp time—even though this would not prevent ALAA from advancing any proposal future contract (Theresa to draft). Drafts will be exchanged by next Weds. (Antonia will circulate to EB for comment prior to followup meeting of this group (minus Popper and Letwin, who will be out of town) and Theresa on Monday, Aug. 13.
- CDD Comp Time**. Given current fiscal situation, the Society can't afford any

agreement to pay for new comp days, even if it did end banking, unless we move existing money in offer around to pay for it. She is willing to talk about this issue again in regard to next contract (but still believes that any future agreement would have to eliminate, not just reduce, LAS' accrued liability).

•**Retiree Health Benefits**. Too expensive to provide for those who leave before 65; willing to discuss expansion after program actually established.