

Labor Relations Services for Member Associations

The New York State Deputies Association, Inc. (NYSDA) provides local associations with an option to select from either **Associate**, **Basic** or **Full Service** membership. Each of these categories provides the local association with a seat on the Board of Directors, affording every member organization the opportunity to participate in formulating policy and directing NYSDA.

ASSOCIATE MEMBERSHIP

1. **No fees for NYSDA seminars.** NYSDA conducts seminars on a variety of topics. Some examples are: Contract negotiations; contract administration; civil service law; duty of fair representation and managing association finances.
2. **Active voice in Lobbying and Political Action.** Your association is assured of having a voice in the legislative agenda developed by NYSDA.
3. **Advisory Letters.** NYSDA routinely distributes informational letters and information when advised of changes in laws or policies that may affect your membership.
4. **Public Relations.** Advice and counsel to assist the local association in the preparation and implementation of public relations campaigns. Assistance has been provided in building support for the association during contract negotiations, and in cases where efforts have been made to eliminate member's positions. (This assistance is limited to telephone advice without extensive preparation of materials.)

BASIC MEMBERSHIP

Associations that choose Basic Membership receive all the benefits of Associate Membership, plus the following:

1. **Free on-site seminars for your organization.** NYSDA will provide individualized seminars for basic and full-service members covering topics like Collective Bargaining, Contract Administration and Grievance Processing, Disciplinary Cases and The Taylor Law. Local organizations must provide a location. This service is designed to train your local officers, bargaining teams, stewards and members. On-site seminars are scheduled at the convenience of the local organization.
2. **Telephone Assistance.** Basic members may receive telephone consultation on preparation for and conducting of contract negotiations, grievance investigation and processing, unfair labor practices and disciplinary matters.

3. **Web Page.** Basic and full-service members are entitled to a unit page at the NYSDA website. Member associations need only submit the material they wish posted (e.g. Meeting notices, tentative agreements, contracts, informational bulletins) and a NYSDA representative will maintain the page.
4. **Contract Services.** Basic members receive a discounted rate on hourly contract services for collective bargaining, grievance and disciplinary investigations and litigation, and other labor services.

FULL SERVICE MEMBERSHIP

Associations that choose Full-Service Membership receive all the benefits of Associate and Basic Membership, plus the following:

1. **Contract Negotiations.** Our professional will work directly with your association's negotiating team to prepare for contract negotiations. He will conduct the negotiations through all phases up to, and including, legislative determination or interest arbitration.
2. **Improper Practices.** Should the need arise to file or defend against an improper practice charge, we will provide the assistance that you need, including sending a representative to all PERB appearances. *In complex cases, the local association may be advised to retain counsel for representation.*
3. **Grievance advice and analysis.** We will counsel your association and assist in the investigation and processing of grievances, including helping with preparation of written grievances.
4. **Grievance Arbitration.** NYSDA will prepare and present your case before an arbitrator. This includes assessment of the need to arbitrate, presentation of the case, and preparation of briefs. *The local association will be responsible for additional costs including but not limited to, fees and expenses for arbitrators, stenographers, etc.*
5. **Discipline Cases.** NYSDA will represent your members in disciplinary matters including Section 75 hearings and arbitrations. *The local association will be responsible for additional costs including but not limited to, fees and expenses for arbitrators, stenographers, etc.*
6. **Employer Meetings.** If requested, we will have a representative participate in meetings with your employer to assist in developing and maintaining an effective Union-Employer relationship.
7. **Conflicts.** *If there is a conflict between individual union members in a disciplinary or grievance case, NYSDA will represent only one individual. The local association shall designate the person to be represented by NYSDA. NYSDA will not be responsible for costs associated with representation for additional grievants.*

GENERAL CONDITIONS

Membership Fees. The annual fees are based on level of service chosen. The rates are:

Associate Membership: \$500 flat rate per calendar year or portion thereof

Basic Membership: \$20 per member per calendar year, with a maximum amount of \$2000.

Full-Service Membership: \$125 per member per calendar year.

If an association joins as a full-service or basic member during a calendar year, the association is charged 1/12th of the annual fee for each month or portion thereof remaining in the year. (Does not apply to Associate Membership.)

Payment of Membership Fees. For those Associations selecting the Associate and Basic Membership, fees are due upon the return of the signed agreement. Associations selecting Full-Service Membership may pay their fees quarterly. Membership is renewed annually on or about January 1. NYSDA will mail an invoice for membership fees.

Modification or Termination of Services. Associations may elect to change membership levels, though we ask that full service members remain at full service status for the term of any contract negotiated with NYSDA assistance. An association may also choose not to renew its membership, and NYSDA retains the right to refuse to renew membership. If an association chooses to increase its level of service during a calendar year, it will only be responsible for paying 1/12th of the difference between Basic and Full Service per month or portion thereof remaining in the calendar year. If an association chooses to decrease or terminate its membership during a calendar year, the NYSDA Executive Board will make a determination on the amount of reimbursement, if any, based upon the services received by the association during its period of membership at the Full Service level.

Non-payment of Fees. An association over 30 days in arrears on its fees may be denied membership services until such time as all overdue fees are paid. If the Association had chosen Full-Service membership, non-payment or failure to renew shall be treated as a termination of services and shall be resolved in the manner described above.

Independence. NYSDA provides only support services. The local association retains complete independence and control of its affairs. NYSDA will offer counsel and advice, but the final decisions on matters involving the association (e.g. whether to take a grievance to arbitration; acceptability of a settlement) are solely the decision of the local association.

Adjustment of Fees and Services. The Executive Board of NYSDA will periodically review the fees, expenses and range of services provided for all participating associations. The Executive Board may adjust fees and services as needed. The annual fee structure may be adjusted based upon the experiences of all participating associations.

Expenses Covered. For Full-Service members, NYSDA will pay all expenses for services provided by NYSDA representatives.

Expenses Not Covered. All other expenses incurred and/or authorized by the local association. This includes but is not limited to: Arbitrators' fees and expenses; court stenographers' fees and expenses; fees for attorneys retained or contacted by the association; filing and administrative fees; appeals of any kind; copying costs and costs to reproduce the association's contract.

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