Background
District’s Collective Bargaining Agreements

Mount Pleasant CSD has Five (5) Collective Bargaining Agreements:

- School Administrators (*Expires June 30, 2012*)
- Teachers Association (*Expires June 30, 2012*)
- CSEA - Clerical (*Expires June 30, 2012*)
- CSEA - Custodial (*Expires June 30, 2012*)
- Related Employees Association - Aides & Monitors (*Expired June 30, 2011*)

4 of 5 contracts set to expire June 30, 2012
Collective Bargaining Agreements

- Agreements between Board of Education and individual bargaining units
- Historically signed agreements of various lengths (1 yr extension in 2010, 5 yr agreement before that, 4 yr prior to that)
- Define terms and conditions of employment (e.g., work day, salaries, benefits, extra duties, and performance evaluation process)
Statutes Related to Negotiations
Taylor Law (1967)

- Grants public employees the right to organize and be represented by a union of their own choice, or to refrain from joining a union
- Requires public employers to negotiate with such unions concerning terms and conditions of employment
- Establishes impasse procedures for the resolution of disputes in negotiations
- Defines and prohibits improper practices by unions and public employees
- Prohibits strikes
Taylor Law Section 209-a(1)(d) Duty to Bargain in Good Faith

“The duty to bargain in good faith means that both parties approach the negotiations table with a sincere desire to reach an agreement. Thus, good faith is a matter of intention.”

– Lynbrook PBA, 10 PERB 3067, 1977
Duty to Bargain
Duty to Bargain

- Duty to Negotiate in good faith means that both parties approach the negotiating table with a sincere desire to reach an agreement - a matter of intent.

- The Duty does not include Agreement!

- To determine the Parties’ intent, PERB looks at the overall conduct of parties:
  - Willingness to exchange proposals
  - Willingness to discuss the issues
  - Willingness to explain the rationale of negotiating positions upon request
  - Willingness to accommodate the idea of compromise
Hard Bargaining

• Hard bargaining is not a per se violation of good faith bargaining
  
  – Even a zero increase proposal can theoretically be made without violating the duty to negotiate in good faith.

  – PERB states that a union “misconstrues the duty of good faith negotiations by equating adamancy or hard bargaining with a failure to negotiate in good faith.” As long as the employer’s approach to the negotiations is premised upon a “serious desire to reach an agreement” by making sincere efforts to do so, the duty to negotiate in good faith is satisfied.

  Columbia County CSEA, 10 PERB 3047 (1977)
Other Examples of Permissible Hard Bargaining

- **U-Turns and Regressive Bargaining**
  - PERB ruled that *changed economic circumstances* may justify withdrawal from a partial agreement before full agreement has been reached “where there is no evidence of an intention to frustrate the reaching of a final agreement.” ([Town of Newark Valley](#), 17 PERB 4532 (1984))
  
  - PERB also ruled that a *material change in circumstances* also can justify a party’s submission of new or revised demands during bargaining to meet *unanticipated consequences* even if such a submission would be otherwise prohibited. ([County of Dutchess](#), 22 PERB 4530 (1989))

  - PERB sided with the Union contention that the change in circumstances must be unanticipated and material. ([Odessa Montour CSD](#), 28 PERB 4572 (1995))
Example of Bad Faith Bargaining
- The West Hempstead Case -

Union proposes 6.5% plus increment

- District proposes freeze
- Budget brochure says – “The estimated tax rate will not be revised upward at some later time to accommodate any expense under the control of the Board”
- Board President’s letter to the community – There will be no wage increases when we sign the labor agreements under negotiations
- Labor Counsel to Union:
  - Wage Freeze
  - Union must agree to freeze before any other discussions
  - Tax rate will be set in August and there is no money in the budget for wage increases
Example of Bad Faith Bargaining
-The West Hempstead Case-

• PERB Ruling: Improper Practice!

• Overall conduct of the Board evinced a failure to meet the requirements of good faith negotiations.
  
  – Board’s position in bargaining made clear that it entered negotiations with no intention to deviate from its position.

  – Board did not demonstrate willingness to exchange proposals regarding salary, discuss the issues, or accommodate the idea of compromise which is required for good faith negotiations…
Other Statutory Duties

• The Triborough Amendment (Taylor Law Section 209(a)1(e))
  – Duty to continue in effect expired contracts
  – All terms and conditions of expired contract remain in effect during hiatus period

• Duty to refrain from interfering with the exercise of rights under the act, i.e. no retaliatory discipline or discharge
Education Law §3012-c

• Teacher Evaluation – Annual Professional Performance Review (APPR)
  – Teacher evaluation provisions contained in all labor contracts entered into after July 1, 2010 must be consistent with N.Y. State Education Law §3012-c
  • Student Growth Data
  • Uniform Qualitative Rating Categories
  • Appeals Process
Negotiations Process
The Parties

- **Parties:**
  - **Superintendent of Schools:** Chief Executive Officer with authority to execute collectively negotiated agreement on behalf of the District. (Civil Service Law § 201)
  - **Board of Education:** “Legislative Body” charged with the duty of approving any additional monies necessary to fund the provisions of a successor collectively negotiated agreement. (Civil Service Law § 204-a)
  - **Union/Employee Organization:** Union has the authority to execute a collectively negotiated agreement on behalf of the employees in its bargaining unit. (Civil Service Law § 201(5))

- One side may not insist upon who will be present as the representative(s) of the other side and may not condition negotiations upon the release of team members with pay. (County of Nassau, 12 PERB 3090 (1979))
The Board of Education & Administration

- Review and evaluate existing contract language and provisions
- Examine financial data
- Develop compensation proposals based on financial models
- Review area contract settlement data
- Implement state regulations
- Consults with legal counsel
- Review all proposals/changes
The Process

• Commencing and Continuing Negotiations
• “Usual and customary” ground rules
• Unnecessary delay may violate the “duty to negotiate in good faith”
The Process

• Parties meet to exchange and discuss proposals
• Evaluate the merits/implications of proposed changes, modifications, and/or new approaches
• Offer counter proposals
• Seek common ground
When Negotiations Fail
- Next Steps -

• Mediation

• Fact Finding

• Super Conciliation
Communication

• Engage and educate the community about current challenges/issues through public discussions (e.g., CBAC, Board meetings, special meetings)

• Provide general updates

• Post information on the district website (e.g., contracts, trends, public policy updates)
Broader Challenges In This Economic Climate
Economic Challenges

- TRS/ERS Contribution
- End of Federal Stimulus Aid
- 2011-12 State Aid Reductions
- Depletion of Reserve Funds
- Property Tax Cap
- Health Care Costs
- Decreasing Assessments
- Cost of Increment
What is Increment?

- Vertical Increment – aka “Step”
- Horizontal Increment – aka “Column Movement”
- Both protected by “Triborough Amendment”
Can We Do More With Less?

• Compare expenses to other Districts of similar size
• Compare salary schedules
• Examine existing compensation items carefully
• Increase health insurance contribution
Focus on Wages
Techniques to Reduce Cost

• Delay of Increase
• Delay of Increment
• Splits
• Cash Increases in lieu of base wage increase – “bonus”
Goals & Objectives

• Secure fiscally responsible contracts that maintain the district’s mission during difficult financial times
• Support the district’s mission and ability to remain viable
• Maintain high-quality staff
• Promote working conditions that maximize teaching and learning opportunities
Recent Teacher Settlements

Unless indicated otherwise:

• Percentage increase July 1
• Increment July 1
Nanuet – June 2011

• 2010-2011  0.0% + $1700 one-time (for teachers who do not advance on step)

• 2011-2012  0.0% + No Increment “True Freeze”

• 2012-2013  1.0% + Increment Feb. 1

• 2013-2014  1.0% + Increment Nov. 1
Elmsford – April 2011

- 2011-2012 0.0% + No Increment
  “True Freeze”

- 2012-2013 1.5% on July 1 +
  1.5% on Feb. 1
Katonah – December 2010

• 2011-2012  1.0% on Feb. 1 (actual 0.5% for the year) + give back ½ furlough day

• 2012-2013  1.0% on July 1 + 1.0% on Feb. 1 (actual 1.5% for the year) + give back 1 furlough day

With letter of resignation:
• 2011-2012  1.0%
• 2012-2013  2.0%
Bedford – August 2010

• 2009-2010  1.0% (Top Step Only)

• 2010-2011  0.0% + No Increment
              “True Freeze”
              + 1x Cash Payment $2,700

• 2011-2012  2.0%

• 2012-2013  1.5%
Harrison – June 2010

• 2010-2011 2.75%
• 2011-2012 2.75%
• 2012-2013 1.75% (Top Step Only). Those within the schedule receive a combination of a step increase and a one-time bonus equivalent to a total of 4.25% in order to soften the blow of the salary schedule adjustment for this particular school year. The one-time bonus portion is not added to base wages.

• 2013-2014 CPI Increment (Min. 1.5% / Max 2.0%). Those within the salary schedule receive one-half of the above-referenced one-time bonus (not added to base wages) in addition to increment for this particular school year.

• 2014-2015 CPI Increment (Min. 1.5% / Max 2.5%)

Other Items:

• Added three “gates” to schedule without increasing the top salary
• Equalized and lowered incremental value between steps (some steps were as high as 7.2%) to the same dollar amount throughout schedule, $2,250
• Effective 9/1/13 unit members will be limited to 1 lane movement every 2 years
Rye City – June 2010

- 2007-2008  1.0%
- 2008-2009  2.0%
- 2009-2010  1.0%
- 2010-2011  2.0%
- 2011-2012  1.0%
- 2012-2013  2.0%

Other Items:

- Added three “gates” (half-steps) to schedule at steps 9, 12, and 14 without increasing the top salary
- Closed BA+15 column to new hires; closed BA+30 column to all new entrants (including current staff members)
• 2010-2011 0.0%
• 2011-2012 1.0%
• 2012-2013 1.25% + Increment Feb. 1

Other Items:
• Added two “gates” (half-steps) to schedule at steps 9 and 12 without increasing the top salary
QUESTIONS