

TOMPKINS-SENECA-TIOGA  
B.O.C.E.S. EMPLOYEES'  
ASSOCIATION

1990 Negotiations Notebook

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T.S.T.-BOCES EMPLOYEES' ASSOCIATION NEGOTIATIONS TRAINING

FEBRUARY 21, 1990

AGENDA

- I. Introduction.....4:00-4:10 p.m.
- II. Preparation for Bargaining.....4:10-5:30 p.m.
  - Planning your contract campaign
  - Research
  - Setting Bargaining Goals
  - Preparing proposals
  - Organizing the Members
  - Building your committee
  - Publicity and Coalition Building
- III. The Legal Aspects of Bargaining.....5:30-6:00 p.m.
- IV. Dinner Break.....6:00-6:30 p.m.
- V. The Mechanics of Bargaining.....6:30-8:30 p.m.
  - Establishing the Bargaining Relationship
  - Preparing and presenting an Opening Package
  - Psychology of Negotiations
  - Role of the Caucus
  - Taking Notes During Bargaining
  - Costing out proposals
  - Off the Record Talks
  - Avoiding Impasse
  - Breaking a Deadlock
  - Fact-Finding and Mediation
  - Last Days of Bargaining
  - Contract Ratification
  - Campaign Wrap-up
- VI. Preparation for Mock-Negotiations.....8:30-9:00 p.m.

In order to formulate proposals, conduct bargaining, and generally meet our responsibilities in representing employees, we would require the following information at your earliest convenience:

**1. Employee Information:**

Name

Address

Telephone number

Social Security number

Date of hire

Classification

Marital or dependent status

Rates of pay

Wage history: wage rate as of 1 year ago and as of 2 years ago

Shift

Status (regularly-scheduled hours per week and hours per day)

**2. Wage Data:**

Average bargaining unit wage

Starting rate for all classifications

Pay scales

Schedule and amount of raises

**3. Positions and Schedules:**

A copy of job descriptions

Copies of recent job postings

Policy or transfer of position, shift or unit

Sample of recent work schedules

**4. Fringe Benefits:**

Copies of any programs currently provided to employees, such as health, welfare, thrift, stock purchase, and pension plans, including copies of the policies, employee handbooks, and the cost of each to the company and to the employee.

For health insurance benefits:

The date the insurance plan will be renegotiated with the insurance carrier and any proposed changes; the number of employees with health plan coverage and the number of enrolled for dependent coverage.

For the pension plan:

A summary of the agreement, the actuarial review, the number of retirees.

**5. Rules:     —**

Copies of personnel handbook and copies of any other written rules or policies governing work and personnel relations.

**6. Training:**

Orientation agenda

In-service training plans and sample materials

Tuition reimbursement plans

**7. Health and Safety:**

Overall program

Instructions to employees

Facility rules

Education material

List of hazardous chemicals used

## Bargaining Under the Taylor Law

### Duty to bargain

The employer must bargain with the union "in good faith" over "terms and conditions" of employment. The union has the exclusive right to bargain for all employees in the negotiating unit.

"Good faith" means that the employer must "approach the bargaining table with a sincere desire to reach an agreement". Refusing to bargain in good faith is an "improper practice" under the Taylor Law, §209-a.2(b). The following examples can serve as evidence of bad faith intentions:

- Refusing to supply information requested by the union and necessary for bargaining.
- Refusing to meet at reasonable times, or attempting to dictate who or how many may be on the union team.
- Refusing to abide by ground rules.
- Attempting to bargain directly with the membership instead of bargaining with the negotiating team.
- Attempting to discourage membership support for the union through threats, promises, punishment, or discrimination.
- Withdrawing approval of particular parts of the contract on which the two sides had already reached tentative agreement.
- Refusing to negotiate over a mandatory subject of bargaining.
- Making unilateral changes in mandatory bargaining subjects before bargaining to impasse or without talking to the union (unless the union has waived the right).
- Refusing to negotiate over the effects of unilateral changes in non-mandatory subjects.

## Mandatory and Permissive Subjects of Bargaining

Examples of mandatory subjects:

- Wages and salaries
- Length of work year and work day
- Holidays, vacation, sick leave, etc.
- Job duties
- Promotional procedures / *job postings*
- Insurance, including dental, optical, and legal
- Parking fees at work locations controlled by the employer
- Provision of cars or other transportation
- Impact of reduction in work force
- Staffing level requirements when related to safety
- Impact of changes in class size
- Disciplinary procedures
- Union business - time off with pay, access to facilities

Examples of non-mandatory subjects:

- Overall policies and mission of the agency
- Class size; staffing levels
- Employment qualifications for new hires
- Qualifications for jobs
- Promotional policies for jobs outside the bargaining unit
- Hours of operation; remaining open on holidays
- Number of employees who may take time off at a particular time
- Budget cuts, reduction in force
- Assignment of duties within the "essential character" of the job

Subcontracting is one of the most ambiguous subjects. If it is done solely for economic reasons, it is usually mandatory. But if non-unit employees do the same work, and the employer wants to use fewer unit employees and more non-unit, it is not mandatory. Also, if the subcontracting is due to a change of services or results in significant changes in the job qualifications, it may be considered non-mandatory.

### Impasse procedures for school districts

One party notifies PERB in writing of the existence of impasse. PERB makes a determination and may assign a mediator, and if necessary, a fact-finder.

Mediation - Seeks voluntary resolution of disputes.

Fact-finding - If mediation fails. Fact-finder investigates, writes recommendations, attempts to resolve, makes facts public if no resolution within 5 days.

### Penalties for strikes

The employer must withhold two day's pay for each day on strike. The employer must apply for a court order enjoining the strike. The employer can also bring misconduct charges under Civil Service Law Section 75.

Continuation of the strike can result in contempt of court charges if the employer commences a proceeding to cite the violators.

A "meaningful threat of an imminent strike" by the union can result in an improper practice charge for failure to bargain in good faith.

### Improper practices, §209-a

#### 1. By the employer:

- a. to interfere with, restrain or coerce public employees in the exercise of their rights under the Act
- b. to dominate or interfere with an employee organization
- c. to discriminate for activity in an employee organization
- d. to refuse to negotiate in good faith
- e. to refuse to continue on the terms of an expired agreement

#### 2. By the union:

- a. to interfere with, restrain or coerce public employees in the exercise of their rights under the Act.
- b. to refuse to negotiate in good faith