

## Regional Collective Bargaining for School Pay and Benefit Scales

In New York State, nearly 700 school districts separately negotiate collective bargaining agreements. While school districts can use BOCES to help them negotiate, this is a shared service supporting the existing district-by-district approach, and there are no regional contracts per se among school districts. Regional or statewide systems do exist in other states, including some that have a statewide salary schedule for teachers. In fact, in the majority of states that provide education on a county basis, one could say that something close to regional salary schedules exist.

Under the Commission's recommendation, school districts would have the option of joining a BOCES-wide salary and benefits plan negotiated regionally, rather than by each individual school district. These regional contracts would be phased in as current contracts expire and would initially apply only to new hires, with existing employees "grandfathered" for some term. Initially, this process would be developed for teachers; however, other employee bargaining groups could be covered eventually.

Even a phased-in, voluntary regional approach is a dramatic departure from the current system. This brief outlines the plan further and explains the necessary considerations. First and foremost, it should be understood that this plan would be voluntary, and when districts first opt in it will apply only to new hires. However, over time, the new system, salary and benefit plan would apply to all employees. Provisions would be included to prevent a loss in pay for any existing employee ("grandfathering"). The goal would be to use a regional team, with state assistance and perhaps oversight, to arrive at a uniform agreement. The resulting contracts would level the playing field, pave the way for consolidations, and help offer teachers more flexible career paths. Implementing legislation should also be crafted to introduce efficiencies and improvements in compensation systems.

The fact that there are so many school districts, each doing their own negotiating individually, means there is no coordinated collective bargaining strategy, and each district has the duty to negotiate in good faith. Information sharing among districts has also been poor. In contrast, teachers (and some other employee groups) are represented by statewide unions which are in their nature coordinated. As a result, they are able to set regional negotiation strategies, using one negotiation to pursue benefits, another to pursue a particular wage increase; then driving both precedents for remaining regional negotiations.

Many individual school districts are under-prepared for the task of negotiating a complex labor agreement with a local bargaining unit that is well-supported by a statewide union. Allowing school districts to bargain collectively by region would level the playing field somewhat, and could help hold down increases in school taxes. Regional contracts would also pave the way for consolidation of districts.

Regional contracts would be negotiated by BOCES regions, using a negotiating team put together for the districts that opt in, organized through BOCES. These teams could be assisted by experts from the state such as the Governor's Office of Employee



Relations. Local unions would also have to put together a regional team to negotiate the new regional contracts for teachers, which should be easier since there is already a statewide union organization.

The basic authority within the Education Law for districts to subcontract programs to BOCES for various services has been held to be within the discretion of the district and outside the scope of mandatory collective bargaining. However, statutory changes would be necessary to allow for regional compensation contracts as these would involve fundamental changes from current practices and law.

### **Considerations in Implementing a Regional System**

- 1. Initially limit regional contracts to pay and benefits.** Because collective bargaining agreements in each district are lengthy and tend to cover all the terms and conditions of employment down to the minutia (e.g., parking spaces or having mirror-equipped lavatory facilities) begin with regional contracts that just cover compensation and benefits – a regional pay and benefits scale. Regional agreements would supersede the terms of the local agreements that were in conflict, i.e. most of the compensation and benefit provisions, under a phased-in approach, while local agreements for other employment terms would remain in place. Over time, the other aspects of local agreements might be added to the regional contracts, but with less detail, and officials could consider whether additional local agreements were still necessary.
- 2. Phase in regional contracts for new employees as contracts expire.** By applying initially only to new hires, this approach could avoid a pitfall that often occurs when districts merge – an immediate “leveling up” between two or more contracts with varying salary schedules and benefit provisions. Over time, as the regional contract phases in, this potential impediment to consolidation would be removed. Existing employees would be “grandfathered” for some term (perhaps five or ten years), after which the regional contract would apply to all employees. There could be a save-harmless or “grandfather” clause in order to prevent reductions in pay. However, long periods without increases in pay could result. This approach is not only practical, it may also be necessary legally, even with state statutory enablement. To ensure that a system of regionally bargained pay and benefits could pass constitutional muster, it would be best to apply initially to new hires, and this change would have to be acknowledged by each district’s contracts as the new system was phased in.
- 3. Amend provisions of the Taylor Law.** Even under a system that only takes effect upon expiration of existing agreements (all of which already contain provisions for entry pay and benefits for new hires), changes to or supersession of the Triborough and other provisions of the Taylor Law would be necessary, since these provide that the terms of the expired agreement continue until a new agreement is reached. The new system would have to mandate that new employees would be covered by the regional agreement, and it would be impossible to negotiate such an agreement if bargaining units in each district could rely on the Triborough provisions as they apply to their existing contract. Similarly, districts would have to be relieved of their duty to



bargain locally the subjects covered under the regional agreement. Conditions for resolving impasse would have to be arranged as well.

4. **Regional contracts could include differential pay for hard-to-staff subjects and schools.** Since these differentials involve inter-district competition, a neutral third party, perhaps the Commissioner of Education, could be involved in their establishment. In addition to hard-to-staff differentials, regional contracts might introduce new compensation models (e.g., alternatives to a strict “ladder” approach).