



Triborough Amendment Issue Brief

- **Reform the Triborough Amendment to eliminate automatic step and lane increases for school employees during expired contractual periods. This will support school district efforts to obtain savings and greater instructional effectiveness during the collective bargaining process.**
- **Public education is a labor intensive enterprise, with personnel costs comprising over 70% of all costs, so any legitimate effort to address school spending with diminished resources must address personnel costs forthrightly, starting with the Triborough Amendment. This will take political resolve from both state and local officials.**

Salaries and benefits on average make up roughly 70 percent of a school district's total operating budget. This means that budgets are driven primarily by the cost of personnel. Clearly, school districts will not be able to continue to operate at this rate given the currently proposed education budget and property tax cap. To add insult to injury, the Triborough Amendment of the Taylor Law places an additional burden upon school districts regarding the payment of salary increases under an expired contract.

New York Civil Service Law Article 14, entitled *The Public Employees' Fair Employment Act*, is more commonly known as the "Taylor Law." The Taylor Law was enacted in 1967 with the intent to grant public employees the right to organize for collective bargaining purposes and afford public employers and employees certain rights with respect to that process. In 1982, after years of litigation regarding the Taylor Law provisions, the state legislature passed a bill amending the Taylor Law, which is known as the "Triborough Amendment."

The Triborough Amendment makes it an improper practice for an employer to refuse to continue all the terms of an expired agreement until a new one is negotiated. The amendment has been interpreted by the courts to mean that when a contract expires, the current provisions of the contract remain in place and certain provisions for continued salary increases must be honored; meaning, any salary increments contained within a contract's salary schedule are paid despite expiration of the contract. **Therefore, the Triborough Amendment requires that all terms of an expired contract must remain in place even if the school district cannot afford to keep paying automatic pay increments.** With teachers receiving "step" increases based on years of service, as well as movement into higher pay "lanes" based on graduate credits (neither of which is based on performance) there is little incentive for re-negotiation of an expired contract.

Now more than ever, it is important to allow school districts control over ever rising personnel costs. School districts should not be required to pay increments agreed upon in times of prosperity when the public is not currently in a position to continue to pay these increases. **In order for school districts to gain control over costs, there must be reform of the Triborough Amendment. This reform must allow for school districts to freeze salaries upon the expiration of a contract.** This will create an incentive for negotiation, at which point school districts and teachers can negotiate a contract that makes sense given the current fiscal circumstances of the community and viability of all revenues at the time. Any other path unerringly leads to a dismantled educational delivery system or economically injurious local tax rates. Simply put, the state Legislature must untie our hands or lose the future.