

LOCAL GOVERNMENT NEGOTIATIONS

A Handbook for
CSEA Negotiating Committees
and Teams

Civil Service Employees Association
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Table of Contents

INTRODUCTION	1
CHAPTER 1: CONTINUING PREPARATION FOR NEGOTIATIONS	3
Internal Organizing	3
Steward System	3
Contract Administration	3
Political Action.....	4
Clipping File	4
Other Data	4
CHAPTER 2: APPOINTMENT OF THE NEGOTIATING COMMITTEE	5
CHAPTER 3: THE ROLE OF THE NEGOTIATING COMMITTEE	8
Developing Proposals for Negotiations	9
Reviewing the Collective Bargaining Agreement	10
Proposals from CSEA Staff	10
Other Sources of Proposals	10
Gathering Data and Justifying Proposals.....	11
Gathering Data for Negotiations	11
Justifying the Proposals	13
CHAPTER 4: THE NEGOTIATING TEAM	15
Duties of the Negotiating Team	16
Planning the Ratification	18
The General Membership Meeting	18
The Role of the Staff Person in Negotiations	19
CHAPTER 5: THE NEGOTIATING PROCESS	20
The Team Role During Negotiations.....	21
The Taylor Law.....	21
Helping the Process Along.....	24
Demonstrations	24
Informational Picketing	24
Phone Banks	24
Letter-Writing Campaigns	24

Political Action.....	24
CHAPTER 6: AFTER A TENTATIVE AGREEMENT HAS BEEN REACHED.....	26
GLOSSARY	28
APPENDIX.....	32
Preparation for Negotiation Checklist.....	32

INTRODUCTION

A contract or collective bargaining agreement is a written document negotiated between a union and an employer, which spells out terms and conditions of employment such as wages, hours and benefits, for a specified group of employees. The group of employees covered by a contract is known as a *bargaining unit*.

Collective bargaining is the exchange of promises between an employer and the union concerning working conditions for a bargaining unit for a specified time period. It is the process through which the contract, and the terms and conditions of employment are modified.

Because collective bargaining is a psychological and political, as well as economic process, it is complex. Reading and using this booklet should help you unravel some of the complexities.

Unions exist to improve working conditions as well as the quality of working people's lives on and off the job. Collective bargaining is one tool, and an important one, used by unions to achieve these goals. Effective bargaining units recognize that collective bargaining can be used as an organizing tool to recruit membership and an educational tool to let the membership know what collective bargaining and the union is all about. Effective bargaining units also recognize that the process of collective bargaining, how the membership views the process, and the extent of their involvement is as important as the actual settlement.

Bargaining units which negotiate good contracts usually have these characteristics in common:

- **They are organized.**

Their membership approaches 100 percent and they actively recruit new members.

- **Their steward system is well organized.**

This helps them administer the contract and communicate with their members.

- **Their officers are not afraid to delegate work and authority to other officers and communicate members.**

This allows many people to become involved in, and contribute to, running the business of the unit.

- **Their membership is aware of working conditions in different departments.**

Members in different departments support one another since they recognize that good working conditions benefit the entire bargaining unit.

These characteristics are the result of dedication and hard work by members, stewards, grievance representatives and officers. When contract time comes, CSEA is able to enlist

the support of its members, convince management that it is in their interest to grant the union contract proposals, come away from the bargaining table with everything there was to be gotten, and get the agreement ratified.

THE TAYLOR LAW

The Taylor Law, sometimes referred to as Article XIV of the Civil Service Law, covers all non-federal public employees and employers in New York State. Enacted by the New York State Legislature, it is administered by the Public Employment Relations Board (PERB), an agency headed by a three-member board appointed by the Governor.

Briefly, the Taylor Law does the following:

- Gives employees and bargaining agents (unions) the right to organize and negotiate collectively.
- Requires public employers to negotiate and enter into written agreements with public employees and their unions.
- Establishes impasse procedures for resolution of disputes or deadlocks, which occur during the course of negotiations.
- Prohibits strikes and other job actions by public employees and unions and establishes penalties for striking.
- Prohibits improper practices by public employers, employees and unions.

Like other laws, much of the Taylor law has been developed through the interpretation of the law by PERB hearing officers, the PERB Board and the courts. PERB and the courts have established mandatory, non-mandatory and prohibited items of negotiation. This booklet will cover this issue in depth later on. At this point, simply remember that an employer and a union must negotiate a mandatory item, or term and condition of employment.

A non-mandatory item may be negotiated by an employer and a union if both parties agree to negotiate it. The parties may not negotiate a prohibited item or term and condition of employment.

As we examine preparing for negotiations and the bargaining process, we will cover various sections of the Taylor Law in more detail. Like many other aspects of negotiations, the Taylor Law is complex. For this reason, and a variety of others, CSEA maintains highly trained Labor Relations Specialists (LRS) who participate in negotiations and advise negotiating committees. If you have any questions concerning negotiations, contact your CSEA Regional Office and ask to speak to the staff person assigned to your unit or local.

Chapter 1

CONTINUING PREPARATION FOR NEGOTIATIONS

Much of the preparation for negotiations should be a continuous process. If your bargaining unit does not have the following resources, you should develop them immediately:

▪ **INTERNAL ORGANIZING**

Employers constantly test and measure the strength of the union. They review payrolls to determine the number of union members and non-members in the unit. The more a unit's union membership approaches 100 percent, the more likely the employer is to conclude that the membership actively supports the union. The employer may also conclude that if the union can organize 100 percent of its membership, it can also effectively organize political action strategy, demonstrations and letter writing campaigns. The employer, therefore, will usually concentrate on negotiating a reasonable contract rather than union busting.

Organized workers are the primary source of the union's strength. If your unit is not actively organizing its membership..... **START NOW!**

▪ **STEWARD SYSTEM**

In addition to contract administration, effective bargaining units use their steward system to communicate with the members. Before, during and after negotiations, the union must often communicate with its members rapidly, accurately and effectively. The **CSEA LOCAL OFFICERS MANUAL** tells you how to set up a steward system. If your bargaining unit does not have a functioning steward system, start developing one immediately.

▪ **CONTRACT ADMINISTRATION**

Besides being a very effective organizing tool, good contract administration provides a record of needed contract language changes. The unit should keep records of grievances filed during the term of the contract. The grievance committee and/or negotiating committee should keep a "working copy" of the contract, updated with possible language changes based on grievances, which have been filed and arbitrations, which have been won or lost because of contract language. A good filing system for grievances helps in contract administration as well. Effective contract administration tells the employer that the union is vigilant and well organized. Attitudes of the union and employer usually carry over from contract administration to the bargaining table. Good contract administration will generate a history with management, which CSEA needs in order to negotiate effectively.

- **POLITICAL ACTION**

Through effective political action, in conjunction with the appropriate local and region, CSEA members can substantially influence who their bosses will be. Since the local legislative body must approve certain parts of a tentative agreement before it becomes effective, the unit wants legislators who will vote favorably on a contract. Bargaining unit representatives should also be present at legislative meetings, committee meetings, local civil service commission meetings, and hearings, to represent CSEA, gather information and to let the employer know that the union is reviewing the operation of government and its effect on the members. A bargaining unit's political action efforts are also noted by the employer in determining how strong the union is. Weak or ineffective political action during the contract term will suggest to the employer that the union itself is weak and ineffective. As part of an effective political action program, bargaining units should also request copies of meeting minutes and resolutions from the appropriate legislative body or school board. Regions and most locals have effective political action committees. For more information on political action please contact your Local President or your Regional Office.

- **CLIPPING FILE**

During the term of the agreement, the bargaining unit should gather newspaper clippings from local newspapers concerning local political contests, the employer's financial status, speeches made by local politicians on the employer's management, disputes among various factions in the local government and any other articles concerning the employer.

These clippings will help the negotiating committee and team decide what issues to bring to the table, how to justify those issues and where to look for support. Clippings are also useful in fact-finding if talks break down. Some employers make inconsistent public statements. Newspaper clippings help establish a record of those inconsistencies which can later be made public.

- **OTHER DATA**

To negotiate effectively, the bargaining unit will require other data and records such as: fact-finding reports and notes from prior negotiations, budgets, financial reports and copies of any bond prospectus.

All of the above resources are necessary not only for effective negotiations, but for an effectively run bargaining unit as well. If your unit needs help in developing these resources, please contact your Local President, Regional Office, or CSEA Education and Training Department.

Chapter 2

APPOINTMENT OF THE NEGOTIATING COMMITTEE

Article VIII, Section 2 of the CSEA Unit Constitution states that the Unit President, with the approval of the Unit Executive Board, may appoint a negotiating committee as one of several committees appointed. This committee solicits, reviews and substantiates proposals; gathers data; and works with the negotiating team after a tentative agreement has been reached. The negotiating team, present at the bargaining table during negotiations, advises the staff negotiator on which proposals to push, drop or accept. The composition and role of the unit negotiating team is discussed in greater detail in Chapter 4 (The Negotiating Team) of this manual. The Unit President can appoint the negotiating committee any time during the contract term, but should make appointments no later than eight months prior to the expiration of the contract except as otherwise necessary to meet contractual deadlines. At that time, or as otherwise necessary to meet notification deadlines to the employer as specified in the contract, the Unit President should contact the CSEA Labor Relations Specialist. They should review the preparation process for negotiations and jointly note any deadlines. They should also determine who will send the employer a formal request to commence negotiations. The letter of request to negotiate should also request the following:

- Copies of both the current and proposed budgets, as well as budgets for the two preceding fiscal years.
- Total personnel costs of employees in the bargaining unit broken down by 1) salaries; 2) overtime costs; and 3) fringe benefits.
- The dollar and percentage impact on the tax levy of a 1 percent increase in payroll costs of employees covered by the bargaining unit.
- A scatter gram or current payroll showing salary, date of hire, title, grade, step and longevity of each employee.

The use of this information will be reviewed later on in this manual.

Because the committee acts on behalf of the membership, it should reflect the composition of the bargaining unit. There are no firm rules concerning how many people should serve on the committee. However, the Unit President and the Unit Executive Board should consider the following in determining how many people to appoint to this committee:

- **Number of employees in the bargaining unit.**

Usually the larger the unit, the larger the committee.

- **Populous job titles.**

In general, job titles which are held by a large number of employees should be represented by someone on the committee holding that same title.

- **Large departments.**

These should also be represented on the committee by someone from the particular departments.

- **Shift workers.**

It is important to have at least one person on the committee who is familiar with working conditions on second and third shifts.

- **Unique terms and conditions of employment.**

Some workers have jobs which are especially tedious, dirty, hazardous or otherwise unique. If these problems can be addressed through negotiations, an individual who is familiar with these conditions should sit on the committee.

- **Geographic location of work sites.**

Employees in remote geographic areas should also be represented on the committee.

As a general rule, it is better to have more, rather than fewer people on the negotiating committee. Because the committee acts on behalf of the members and because member support is essential during negotiations, it is critical that the membership be well represented on the committee.

Once the Unit President determines the size of the committee as well as the departments and job classifications, which should be represented, he or she must decide whom to appoint. All people serving on negotiating committees must be members in good standing of CSEA as defined by the Local or Unit Constitutions. When making committee appointments, the Unit President should seek out people with the following characteristics:

- **Knowledge of and interest in terms and conditions of employment of fellow employees.**

- **Ability to keep confidences.**

Gossip and rumors concerning the union's internal affairs have no place in negotiations.

- **Respect of co-workers.**

Appointing people who are not respected by their co-workers is self-defeating.

- **Ability to accept and live up to responsibility.**

Even when preparing for negotiations, the committee must make some hard choices and exercise leadership.

- **Ability to work with others.**

Negotiating committee members must work together effectively, setting aside issues of self-interest and supporting committee decisions even though some members may have been overruled on a particular issue. They should respect one another's opinions and feelings and be willing to examine issues from another committee member's point of view.

By appointing a good committee, the Unit President can signal to the membership and management that upcoming negotiations are extremely important and that the union is involving its best talent to effectively represent the interests of its members.

Chapter 3

THE ROLE OF THE NEGOTIATING COMMITTEE

The negotiating committee has three basic tasks: 1) gather and analyze data; 2) gather, analyze and justify proposals; and 3) communicate with and build support among the membership. Before the new committee starts on these tasks, however, it must decide how it will function as a committee. It must determine the following:

- **Who will chair the committee?**

On some committees, the Unit President appoints a chairperson. Since the President is ultimately responsible for the unit, many people believe that he or she should appoint the chairperson. Other negotiating committees select their own chairperson. They believe that are best qualified to choose the chairperson since they will be working closely with him or her. The best method is that which selects a chairperson who can work effectively with the committee, the Unit President and officers, and the membership.

- **How will the committee make decisions?**

The committee must decide how many of its members must be present for a quorum, and whether or not decisions will be made by a *simple majority*, a *two-thirds majority* or by *unanimous* vote. A simple majority vote is the easiest to achieve. However, a series of close votes may cause the committee to split apart. A two-thirds majority vote, although more difficult to achieve, encourages unity among committee members since at least two-thirds of them must agree on a given issue in order to approve it. A unanimous vote ensures that all issues are thoroughly discussed, and all committee members agree on a given issue, but a unanimous vote is often very difficult to achieve. Whatever the method of decision making, the committee should strive for full and open discussion of all issues. When a decision on an issue is final, all committee members should support it, regardless of their personal views.

- **How will the committee communicate with the membership and with other committee members?**

Committees usually select a spokesperson, often the chair, who reports to the membership at meetings. No matter how committee members decide to communicate with the membership, it is important they do it united. Committee members should also exchange home, cell phone and work telephone numbers, internet addresses, and work locations and addresses.

- **Who is going to do what?**

In the next section, the many tasks of the negotiating committee will be discussed. Each member of the committee should be assigned specific tasks with completion dates. The committee as a whole should develop a timetable and revise it periodically.

- **How will the committee inform the members that it wants their proposals, and how will it gather them?**

In the next section we will review methods of gathering proposals from the membership.

- **At what time, dates and places will the committee meet to review progress?**

Try to schedule two meetings in advance. Committee members will find it easier to arrange their schedules in this way.

In making these decisions, the committee should always aim toward unity among its members and the general union membership, and toward effective representation of union interests at the bargaining table.

DEVELOPING PROPOSALS FOR NEGOTIATIONS

The committee should draw upon several sources for its proposals—the membership, the collective bargaining agreement, contracts from other political subdivisions and other sources. Most of the proposals will probably come from the members, however, and the committee *must* inform the membership of the methods it will use to solicit proposals. The committee’s method of soliciting proposals from the members should take into account the size, geography and diversity of the bargaining unit. The methods selected by the committee should encourage contact with and submission of proposals by the members. The following methods of soliciting proposals, as well as other methods developed by the committee, can be used either singly or in combination:

- Meetings of small groups of employees with stewards and/or committee members, on or off the work site.
- General membership meetings with the committee.
- Contract survey sheets, available from your CSEA Regional Office or developed by the unit or local, distributed and collected by stewards or negotiating committee members.
- Contract survey sheets mailed to the members’ homes with or without return envelopes.

Posting contract survey sheets on bulletin boards on which the members write their proposals is not recommended. It lets management know the proposals before the committee reviews them.

The committee should personally meet with members in departments where special or acute problems exist. Besides giving the committee valuable information, this lets the members know that the union is concerned with their problems and is actively trying to resolve them. Whatever methods the committee chooses should meet the following criteria:

- Give the members every opportunity for input.
- Give the committee information and proposals it can use during negotiations.

- Show the members that the union is concerned with improving terms and conditions of employment.
- Build unity among the membership, officers and negotiating committee.

REVIEWING THE COLLECTIVE BARGAINING AGREEMENT

Understandably, the union members usually submit proposals on money and benefits. It is contract language, however, which specifies who will get money and benefits, under what conditions and for how long. Contract language may often make the difference for workers between being on and off the payroll. Language is very important. As we stated earlier, the bargaining unit should keep well-organized files on grievances and arbitrations, which have occurred during the term of the contract, as well as a “working copy” of the contract, which identifies language problem areas. Committee members should ask the grievance committee, stewards, grievance representatives and their CSEA Labor Relations Specialist the following:

- **Has the contract language caused grievances and arbitrations? Why or why not?**
- **Have grievances and arbitrations been won or lost because of contract language?**
- **What past practices, implicit or explicit, exist in different departments? Can the bargaining unit live with them?**

Remember that proposals put on the negotiating table can be negotiated downward as well as upward. Management has the right to make its own proposals, and counterproposals, as does the union. *The general rule is: If you can live with existing language, do not put it on the table for negotiations.* Also, never submit a proposal, which reduces a benefit enjoyed by any part of the membership. That sounds elementary. But some seemingly innocent proposals, if enacted by management, would actually result in a reduction of benefits rather than an increase.

PROPOSALS FROM CSEA STAFF

CSEA’s professional staff negotiates many contracts. As part of their role, they provide valuable suggestions for proposals. Effective units call upon CSEA staff for their experience and expertise in suggesting proposals and drafting contract language.

OTHER SOURCES OF PROPOSALS

Periodically, the United States Congress and the New York State Legislature pass or modify legislation concerning civil rights, equal pay, pregnancy and disability, equal employment, health and safety, etc. Changes in these laws can affect contracts, making it easier or more difficult to negotiate certain types of proposals. For information on these areas, call upon CSEA staff and read the Work Force, CSEA’s monthly newspaper.

Some units review contracts from other political subdivisions to get ideas for proposals. This is a good practice, provided the committee adopts only those proposals, which address the needs of the members.

GATHERING DATA AND JUSTIFYING PROPOSALS

These are important committee functions. Besides being necessary parts of the negotiating process, these activities educate the committee on the proposals, which the team will negotiate with management. When gathering data and justifying proposals the committee should keep in mind the following:

- **Negotiating is a psychological process.**

Management must be convinced that it is in their interest to grant the union's proposals.

- **Management sometimes makes the union's proposals public, especially if negotiations break down.**

The union may at some point have to get public support behind its proposals.

- **All proposals should have the support of the members.**

Very often it is the membership, working together, which creates the pressure, which causes management to settle on terms favorable to the union.

GATHERING DATA FOR NEGOTIATIONS

As we stated earlier, the unit must be able to justify its demands to management, especially on cost items. A good database not only helps in this process, but it also helps the committee compute the impact of management's proposals on the members. If the committee is unable to gather all of the data listed, it should contact the CSEA Regional Office and ask for assistance from the CSEA Labor Relations Specialist. He or she will be able to help the committee determine whether the data is necessary for their particular negotiations and if so, how to get it. The following are basic data, which the committee should gather concerning the bargaining unit:

- **History of contract administration.**

This should be available from grievance files.

- **Number of people in the bargaining unit.**

This is often available from the payroll office. If you use a payroll to determine the number, make sure that the people counted have titles, which put them in the bargaining unit as defined by the contract.

- **Number of members and non-members.**

A current payroll will often give you this information. If the membership committee does not already have this information, ask for their help in collecting it.

- **Current and past payrolls.**

Besides containing the above information, a payroll can usually help you figure out the following:

- Number of people at each pay grade.
- Number of people in each title and increment step or longevity.
- Rate of turnover. Computing this can be a tedious process, but turnover is a useful statistic to work with during negotiations.

- **Seniority Lists.**

These may be used by departments in assigning overtime. The committee can use them to determine turnover rates by department and to check on distribution of overtime if applicable.

- **Fact-finding reports and negotiating notes and records from prior years.**

The unit should have these on file.

Budget data will help the committee determine whether or not the employer's probable claims of poverty are legitimate. The CSEA Research Division analyzes financial information. If needed, the CSEA Research Division can call upon AFSCME for assistance. If the committee suspects that their employer will plead poverty and that it will cause an unsatisfactory settlement or a breakdown in negotiations, they should supply their CSEA Labor Relations Specialist with financial (budget) information as soon as possible. The Labor Relations Specialist will review the financial (budget) information and forward it to the CSEA Research Division if necessary.

The information given the Labor Relations Specialist should consist of:

- **Adopted budget for the current fiscal year.**

- **Annual financial reports for the current and previous two fiscal years.**

For school districts, an annual report is known as an ST-3.

- **Any bond prospectus for the current and two previous fiscal years.**

A local government must issue a bond prospectus any time it wants to issue bonds. It contains very accurate and detailed information about the population served by the local government, its fiscal condition, anticipated expenditures, etc.

Other data, which may be useful to the committee include:

- **Cost of current and proposed salaries and fringes for the bargaining unit.**

- **Consumer Price Index (CPI) and other cost-of-living data.**

This can include newspaper articles concerning price increases of goods and services, especially necessities such as food, shelter, clothing, fuel and medical care. If the labor relations specialist does not already have it, he or she can usually obtain CPI information fairly quickly.

- **Wage, benefit and other language comparisons with other contracts.**

These may be useful for substantiating the union's position at the bargaining table, especially if the contracts come from similar local governments.

- **Recent contract settlements – local, regional, national, public and private.**

Look especially hard for settlements between similar types of local governments and their unions.

As we stated earlier, if you have any questions or need help collecting the information, contact your CSEA Labor Relations Specialist.

JUSTIFYING THE PROPOSALS

A union can argue for and justify its proposals to management in a variety of ways. At this point in the preparation process, it is the negotiating committee's task to develop as many justifications for as many of the proposals as it can. The following are some of the common justifications used by negotiating committees:

- **COMPARABILITY**

Using union contracts with similar employers, the union can often show that its terms and conditions of employment are not as good as those of other employers in the area.

- **INCREASE IN THE COST OF LIVING**

This argument can be refined to the concept of "spendable income," personal income remaining after taxes. The union can argue that increased costs of necessities such as food, clothing, fuel and medical care affect lower income employees especially hard.

- **EFFICIENCY/EFFECTIVENESS**

Sometimes the union can show that its proposals will increase employee productivity. Low wages and poor working conditions cause turnover. This decreases employee productivity since the employer must constantly train new employees. Arguments of this type have great public appeal. Sometimes they backfire, however, so use them with care.

- **EQUITY**

Sometimes the union can persuade an employer that agreeing to a particular proposal is a morally right, humane thing to do, especially if poor working conditions affect one group of employees more than another. Do not use this argument too often, however, it wears out fast.

- **CHANGES IN LAWS OR REGULATIONS**

If these change, giving employees protection greater than that which they receive under the contract, the union can argue that the employer must change the contract to comply with the law. Because this is a complex area, we recommend that you contact your CSEA Labor Relations Specialist if you suspect that a proposal could involve safety, equal employment opportunity, pregnancy and/or disability, human rights, civil rights, etc.

- **ABILITY TO PAY**

Since the law does not require an employer to give at negotiations, an employer must be persuaded. That is what negotiation is all about. Using the employer's financial data and union resources, the union can sometimes convince an employer that it has enough revenue to meet the union's demands.

- **MINIMAL FINANCIAL IMPACT**

Employers are fond of overestimating the cost of union demands. The union can often counter these arguments with its own, showing an employer that granting a demand will cost the employer little, if anything.

These arguments can be used, as can other arguments, which the committee develops, singly, or in combination. At this stage of preparation, a committee would be well advised to contact their CSEA Labor Relations Specialist for assistance.

Chapter 4

THE NEGOTIATING TEAM

The unit negotiating team represents the bargaining unit at the negotiating table. It *must* be appointed by the bargaining unit President and must be actively involved in every contract renewal. It decides during negotiations which proposals to push, drop or accept.

In the larger bargaining units, with large negotiating committees, it is impractical and inadvisable to place the entire committee at the bargaining table as the negotiating team. An excessively large team signals to management that a low level of trust and organization exists and that the team's chief spokesperson has limited authority to negotiate. Also, acting as chief spokesperson for a large team is a difficult, tedious process.

The bargaining unit President usually makes team appointments from among the negotiating committee members. After consulting with the negotiating committee, the President makes appointments based on the same criteria used in selecting the negotiating committee:

- Major departments
- Populous job titles
- Second and third shifts

These criteria are fully explained in Chapter 2.

After determining the composition of a representative negotiating team and consulting with the negotiating committee, the Unit President appoints the actual members of the team based on their ability to:

- **Effectively represent their co-workers, the bargaining unit, the local and the union.**
- **Accept and live up to responsibility and exercise leadership.**
- **Work with other team members and listen as well as speak.**
- **Work long hours with no expectation of financial reward.**

If the Unit President selects more than nine team members, he or she should have good compelling reasons. A committee of more than nine members usually indicates an inability to exercise leadership and make decisions, or signals the presence of internal problems.

DUTIES OF THE NEGOTIATING TEAM

Like the negotiating committee, the team must establish how it will conduct its business. The Unit President, in consultation with the team, should appoint a chairperson. The Unit President may appoint himself or herself, or alternatively, another team member, as chairperson. The team must also decide how it will make decisions by a simple or two-thirds majority or by a unanimous vote. If you are not familiar with the pros and cons of each of these methods of decision-making, refer to Chapter 3 of this handbook. The team should also appoint a recorder to take notes during negotiations. Accurate and complete note taking is very important. The notes will be used to check the accuracy of the tentative agreement at the conclusion of negotiations. They are also often used to prosecute or defend against an improper practice charge or to establish the intent of a contract article, thereby helping the union win a grievance arbitration. The recorder is a very important member of the negotiating team, and the notes he or she takes should be safely stored when not in use.

The team should also work with the CSEA Labor Relations Specialist acting as spokesperson to develop a set of ground rules for team conduct at the table. These ground rules may include *when and how to call for a caucus, when to speak at the table, and other items*. The negotiating committee, team, and CSEA staff person assigned to negotiations should also develop a set of ground rules to be proposed to the employer. These ground rules may include *length and frequency of negotiating sessions, communication with the press and the public, and final date for submission of proposals by either party*.

The CSEA staff person assigned to be the union's chief spokesperson will review with the team, and possibly the committee, what proposals will be taken to the table. The negotiating team, committee and the CSEA staff negotiator have the responsibility to remove bargaining unit proposals which are not in the best interest of the bargaining unit and CSEA. Some of the criteria the chief spokesperson and the team, in consultation with the committee, will use in making these decisions are the following:

- **Will the proposal have a real and beneficial effect upon the members, the unit, the local and the union?**
- **Does the proposal have the actual or potential support of the membership?**
- **If management makes the proposals public, how will the public react?**
- **Will the proposal adversely affect existing benefits or past practices beneficial to the members?**

- **Does the potential benefit of opening up a contract article for negotiation outweigh the potential loss?**

Consider the following example: A unit asks for seven personal days when it has six in the contract and all other area contracts specify five personal days. Clearly, some parts of the contract are better left untouched.

- **Do the proposals involve mandatory, non-mandatory or prohibited subjects of negotiation?**

Mandatory proposals, you may recall, are those which both parties must negotiate if they are brought to the table by either party. Some examples are *wages, hours, job safety, vacations, overtime pay, shift differential and grievance procedures*.

Non-mandatory items, which may only be negotiated with the consent of the other party, include *staffing requirements unless they relate directly to safety, benefits for retirees, employment qualifications and layoff prohibitions*.

Prohibited items, those which may not be negotiated under any circumstances, include *retirement provisions other than those specified by the retirement law and items which if enacted, would violate the Civil Service Law*.

The list of mandatory, non-mandatory and prohibited items is frequently modified as a result of decisions by PERB hearing officers, PERB itself, and the courts. You should direct any questions concerning these items to your CSEA Labor Relations Specialist.

- **What proposals have priority?**

The team, together with the Labor Relations Specialist, should decide this as a last item of business before going to the table. This should reduce the chances of management knowing which items have priority before negotiations actually commence.

The team should, with the CSEA staff person and the committee, determine what type of, and how much information will be released to the members and the public during negotiations. Generally, a *news blackout* exists with both the membership and the public during negotiations. The team, through the negotiating committee, keeps the members advised about general progress of negotiations, but does not reveal what agreements, or lack thereof, have taken place until contract ratification. Advising the membership of specific agreements prior to ratification often causes a hardening of bargaining positions on both sides, making it more difficult to reach an agreement.

Any press release or other communication with the press or public should be reviewed in advance by the team and the CSEA staff negotiator, with the advice and assistance of the CSEA Communications Specialist assigned to the Region.

The team should identify, if possible, who will be sitting on management's team. Using that information, union team members should find out the following about management team members:

- **Their past track records.**

Have they supported labor in the past? If so, how much?

- **Their political party affiliations?**

- **If elected, their margins of victory in the last election.**

Are they “running scared?” If so, why?

- **Commercial contracts with the employer.**

Many legislators own businesses, which sell goods and services to local governments. Finding out who does business with whom and whether or not bids were properly solicited can often give you very useful information.

- **Names of any of their relatives employed by or doing business with the local government.**

- **Their working relationships, if any.**

How do they get along with each other? Who fights with whom? Who supports whom?

- **Name and reputation of the company the management’s chief spokesperson works for.**

As negotiations become more complex, management increasingly uses consultants or “hired guns” from management consulting firms. Although some of these firms are reputable, many are not, charging high fees and prolonging negotiations in order to maximize their income.

PLANNING THE RATIFICATION

The team, with the committee and the CSEA staff person, should establish the ratification process prior to the start of negotiations.

- **At least one informational meeting is to be held.**

More than one may be required depending on such factors as size of bargaining unit, geography, etc.

- **Determine if ratification is to be at a general meeting or by mail ballot.**
- **Absentee and/or proxy ballots are not allowed under any circumstances.**

THE GENERAL MEMBERSHIP MEETING

When the committee, team and CSEA staff person have concluded this stage of preparation for negotiations, the unit should schedule and hold a general membership meeting. At that meeting, the committee, team and staff person should:

- Review communication procedures and what type of information the members can expect during negotiations.
- Review the impasse procedure and other relevant parts of the Taylor Law, as well as how the union plans to deal with them.
- Anticipate management's tactics such as spreading rumors through their supervisors during negotiations or trying to pit one group of the union's members against another. Tell the members whom they should contact during negotiations for the facts.
- Generally review the ratification procedure for the tentative agreement or contract.
- Answer any questions the members have.

Above all, make sure that the members understand that in order to get a good contract, the union needs their active support. Prepare them for the fact that they may be asked to write letters, do informational picketing and other activities. Get the names of volunteers who are willing to serve on special committees in the event that talks break down. Finally, ask for a vote showing their support for the committee, the team and the union.

THE ROLE OF THE STAFF PERSON IN NEGOTIATIONS

Besides helping the committee and team prepare for negotiations, Labor Relations Specialists almost always act as chief spokesperson for the unit. They have a wealth of experience in all aspects of negotiations. This makes them able to negotiate good contracts and at the same time preserve and enhance the unity of the bargaining unit. They recognize that negotiating teams and committees have a legitimate role in negotiations, and they welcome active, supportive committees.

The team should remember the following when working with the staff person:

- Trust is essential. Disagreements should be ironed out as soon as possible, away from the bargaining table.
- The team is responsible for fully representing the interests of the membership and not their own interests.
- The staff person will always do the best job he or she possibly can.
- Telling the staff person to get a particular proposal agreed to, does not guarantee that it will happen. The size and content of a contract settlement depend on a number of factors, such as *proposals submitted by union and management, the economy, unemployment rate, the strength of the unit, and the fiscal health of the employer.*
- If you do not understand what is going on, call for a caucus and ask.

Remembering these things will help you and the staff person negotiate a good settlement and work toward improving terms and conditions of employment and the quality of life enjoyed by the members on and off the job. That is a major part of what unions and the labor movement are all about.

Chapter 5

THE NEGOTIATING PROCESS

Most experienced negotiators recognize at least six maxims, or general principles of negotiations. You, too, should be able to recognize and understand how these principles operate after you have been to the table a few times.

FIRST, *the union is asking, and management, it is hoped, is giving.* The union, by dropping one of its own proposals is, in effect, giving up a benefit it never had. Management, by granting a union proposal, may be giving up a right it could have exercised or funding it could have spent elsewhere. It is nearly always necessary for each party to drop some of its initial proposals in order to reach an agreement.

SECOND, *conflict and potential conflict are tools used to reach a satisfactory settlement.* Good negotiators do not use conflict for its own sake, but neither do they avoid it if it will serve a useful purpose. They recognize that sometimes you must maximize conflict in the short run in order to minimize it in the long run.

THIRD, *process is as important as results to each party,* both in terms of dealing with their own constituencies and with the other party. Timing is a critical part of the process, and what may look like wasted time to you serves a useful purpose for either one or both parties.

FOURTH, *both teams have internal political pressures and disagreements.* Each team should recognize and deal with its own, taking care to prevent exploitation of its own internal pressures and disagreements by the other side.

FIFTH, although not physically there, the *constituencies of both sides are present at the table and must be represented.* Besides the membership, the negotiating committee represents: *the bargaining unit as a whole, its officers, the local, the region, CSEA, AFSCME International, and the labor movement.* From time to time, the union will cite the public as a constituency as well. The interests of all these groups, depending on the issue being negotiated, must be accommodated to some degree. The team, during negotiations, must weigh, and choose among, the interests of each particular group.

SIXTH, *because of the different interests among both sides of the table, there is a lot of intra-team bargaining.* This will not be a problem for the union if the union negotiating team presents a united front to management and has frank and open discussions in caucus with its CSEA staff negotiator.

These six maxims, combined with the complexity of the issues actually negotiated, show that collective bargaining is an extremely complex process. They also point out the necessity of careful preparation by the negotiating team, presenting management with justifiable proposals, and of a strong and organized membership.

THE TEAM ROLE DURING NEGOTIATIONS

The team's task during negotiations is to implement the plans and strategies agreed upon during the preparation stage. To do this effectively, the team must:

- **Give to the chief spokesperson information and direction which represents the interests of the membership.**
- **Understand, evaluate and prepare arguments against management's proposals.**
- **Determine the weaknesses in management's arguments and proposals and discuss, with the chief spokesperson in caucus how to exploit them.**
- **Keep detailed notes of attendance, statements, positions and reactions, especially of the management team to the union's proposals.**

The staff negotiator will work with the team to review and implement guidelines for team conduct and procedures at the bargaining table. These guidelines will probably include the following:

- **Present a united front to management.**

Iron out disagreements among team members in caucus, and follow whatever game plan has been set up by the team, the committee and the chief spokesperson.

- **Support the decisions of the team even though you may not have been part of the majority on a particular issue.**

Remember, many management negotiators will try to exploit any lack of unity on the union team.

- **Follow the established procedure for calling a caucus during negotiations.**

- **Respect the feelings and opinions of other team members.**

Besides making a better functioning team, this will improve the quality of the time which team members spend together.

- **Do not be intimidated by management.**

At the negotiating table, you are management's *equal*. Act accordingly.

THE TAYLOR LAW

The New York State Legislature enacted the Taylor Law in 1967. It has been modified many times since that date, partly as a result of CSEA's political action efforts at the state level. Besides establishing mandatory, non-mandatory and prohibited items of negotiation, PERB and the Taylor Law establish rules and procedures, which affect public sector collective bargaining. Section 209a outlines improper practices, actions which are improper for labor or management to engage in.

The negotiating team, committee and stewards should report any incidents involving the following to their chairperson, or CSEA labor relations specialist.

- **A change in terms and conditions of employment either specified in the contract or established as past practice.**

As a result of CSEA's political action at the state level, the Taylor Law was amended in 1982 by the passage of the *Triborough Bill*. It is now an improper practice for an employer "to refuse to continue all the terms of an expired agreement until a new agreement is negotiated."

- **Threats made by management against negotiating team or committee members, union officers, stewards, or the membership.**

The Taylor Law guarantees the rights of unions and their agents to negotiate contracts free from threats, reprisals or coercion.

- **Interfering in selection of union negotiating team and committee members.**

Management has no right to specify who should sit on the union's negotiating committee or team.

- **Attempts to "buy off" negotiating team or committee members with promises of personal gain.**

Management must negotiate at the table with representatives who have been duly authorized by the union to negotiate.

Because strikes are illegal in the public sector, the Taylor Law establishes a set of impasse procedures, which come into play when negotiations are deadlocked. Sometimes these procedures work, and sometimes they do not.

Either party may declare an impasse by notifying PERB that negotiations are deadlocked. Usually, the CSEA Labor Relations Specialist assigned to the negotiations makes the notification. If no settlement has been reached 120 days prior to the expiration of the contract, the Taylor Law states that the parties are at a technical impasse. PERB usually takes no action, however, unless requested to by either or both parties.

At the first stage of an impasse—*mediation*—PERB assigns a mediator to the negotiations. The mediator, who may be either a PERB staff person or an experienced neutral assigned to the impasse by PERB, works with both parties. The mediator has no legal power. His or her sole objective is to help both sides reach a settlement. Usually mediators put the parties in separate rooms, carrying proposals back and forth between the parties, trying to reach a settlement.

If the mediator cannot cause the parties to reach agreement, PERB will appoint a *fact-finder*. Usually the fact-finder also tries to mediate the dispute. If unsuccessful, the fact-finder holds a formal hearing, a quasi-legal proceeding. At the hearing, both sides present testimony and briefs to show that their proposals and last positions are the most reasonable. Based on the testimony and briefs of the parties, the fact-finder submits a

report to the parties containing recommendations for a settlement. The parties review the report and usually vote to either accept it or reject it. Unless approved by both sides, the report is not binding on either party. The fact-finder usually releases the report to the press five days after issuing it. If the impasse continues unresolved, the law specifies three alternate, third-stage impasse procedures: *binding interest arbitration* for police and fire personnel, *super conciliation* for school district personnel, and *legislative hearing* for personnel in all other types of political subdivisions.

Collective bargaining impasses between police and fire personnel, their unions and their employers, are subject to binding interest arbitration as the third stage of the impasse procedure. A panel of three arbitrators, one selected by management, one by the union and the third arbitrator selected by the other two, hears all unresolved issues. Together, they decide the outcome of negotiations by ruling on the unresolved issues still on the table.

School district disputes, if unresolved by fact-finding, are subject to super conciliation as the third stage of the impasse procedure. A super conciliator, in effect a super mediator, is assigned by PERB to help the parties reach a settlement. The contract remains unsettled until both parties agree on a settlement.

All other local government impasses, if unresolved by fact-finding, go to legislative hearing. At this public hearing, conducted by the legislative body or a committee thereof, representatives of both parties testify. The chief executive of the government submits his or her recommendations for resolving the dispute. The legislature may then impose terms and conditions of employment on the bargaining unit for a period not to exceed one year.

The Taylor Law also prohibits strikes, defining them as follows: “The term “strike” means any strike or other concerted stoppage of work or slowdown of public employees.” This includes such job actions as “blue flu,” “sick-out,” and “work-to-rule.”

Under the law, any employee absent from work during a strike is presumed to have been on strike unless he or she can prove otherwise in front of a person appointed by the employer to hear appeals. Unions and any of their members on strike face the following penalties:

- *Fines* levied against the union, local, unit, or all three.
- The fine of *one day’s pay for every day of the strike* in addition to the day’s pay lost for not working, or the “two-for-one” penalty, as it is sometimes called.
- *The loss of dues checkoff* for union dues for a period determined by PERB.
- In addition, employees may be found guilty of “*misconduct*” and punished by the employer accordingly.

CSEA, through political action, has been successful in getting legislation passed which reduced the penalties, and the union continues to work for further modifications in the law. In the meantime, this law, with its motto of “guilty until proven innocent” is something we have to live with.

HELPING THE PROCESS ALONG

During the process of negotiations, especially when the parties are at impasse, the union must give negotiations a boost. At this point, all of the resources of CSEA come into play.

The negotiating team, with the staff negotiator, should determine what pressure should be applied to management, or the public, to break the deadlock. The team, with the chief spokesperson, should meet with the negotiating committee and the bargaining unit officers and the executive board to plan strategy and use of resources. It is very important that all union personnel agree upon the strategy and its execution. A public showing of disunity at this point will harm the union's cause more than not doing anything at all. Some of the strategy and tactics developed as a result of the union's teamwork may include the following:

- **DEMONSTRATIONS:**

This is usually an orderly, well-organized show of support for the union by union members and other people who support the union. Get clearance from the Regional Office before planning a demonstration. Seek professional help from the union's Communications Department. Also, check local laws, regulations and the County Sheriff's Department or local police. Many times, demonstrations are held in front of the residences or workplaces of legislators or school board members. Consider asking other units and locals for their support, member participation, or whatever else they wish to contribute.

- **INFORMATIONAL PICKETING:**

This is a type of demonstrating and the same considerations apply as with demonstrations. Get clearance from the CSEA Regional Office.

- **PHONE BANKS:**

Many times calling legislators and governmental officials is an effective way to get the union's point across. Callers should be courteous but persistent. The phone bank strategy can also be used to contact union members to enlist their support in demonstrations and picketing.

- **LETTER-WRITING CAMPAIGNS:**

Letters written to local government officials and legislators urging them to support a good agreement or vote down a bad one, or letters simply reciting the history of negotiations, are often effective in breaking a deadlock.

- **POLITICAL ACTION**

As we said earlier, political action should be constant. If negotiations are taking place during an election, political action can be an especially effective tool. Be careful; however, since ineffective or poorly planned political action could cause not only the political defeat of a good candidate, but also cause a poor collective bargaining agreement.

The negotiating team, committee and officers may have their own suggestions concerning how to help negotiations along. Generally, the more people involved in this effort, the better. After the strategy has been planned, the bargaining unit should have a general membership meeting to bring the members up to date on negotiations and to enlist their support. The local and regional office, especially staff, should be contacted early in the planning stage and well before the general membership meeting for their input and support.

Besides the spoken or written message, which these activities give to the employer, the union is also sending another message. The message is, in effect, that the union is *organized, powerful, and capable of collective action, if necessary.*

Chapter 6

AFTER A TENTATIVE AGREEMENT HAS BEEN REACHED

Nearly all negotiations, at some point, result in a tentative agreement. In order to fully live up to all of their responsibilities, negotiating team members should:

- **Review the tentative agreement thoroughly:**

Be sure you understand all of its provisions fully. Compare the tentative agreement with your notes and the contract to make sure it is accurate. Some teams require their members to initial the tentative agreement, indicating that they have reviewed it and understand its provisions.

- **Meet with the full committee to review events during negotiations and the tentative agreement.**

Make sure you have their support prior to the contract ratification. Time and effort spent during the review process will save the unit embarrassment and discord in the long run.

- **Finalize details of the ratification process prior to the start of negotiations.**

Determine:

- **What will be presented in a fact sheet?**

- **How will the members be notified concerning the ratification process?**

Remember that those people eligible to participate in a contract ratification vote must have been members in good standing as defined in the CSEA Unit and Local Constitutions for at least 30 days prior to the date the ratification vote is held. A contract is considered ratified if 50 percent of the vote's cast plus 1 is in favor of the tentative agreement.

Ratification procedures should ensure that:

- Members know the voting procedures.
- Members have a reasonable opportunity to review the fact sheet.
- Staff negotiator presents terms of tentative agreement.
- Members have a reasonable opportunity to vote.
- Voting and ballot count are conducted in a fair and impartial manner.
- Meeting places are comfortable and have a good public address system.

The tasks of the committee and team do not end with contract ratification. The new contract, containing the modifications, should be proofread by team members as well as the CSEA staff person assigned to the negotiations. No one should sign the contract until the team and the staff person agree that it is accurate.

Once the contract is signed by the Unit President and Labor Relations Specialist, it should be distributed to the membership by the union, preferably by the stewards at the worksite. If the union lets management distribute the contracts, the members will thank management, not the union.

The team and committee should congratulate themselves and start over on the next round of preparation for negotiations.

GLOSSARY

ANNUAL FINANCIAL REPORT – A report, which must be submitted by a municipality to the New York State Department of Audit and Control *after* the end of the fiscal year. It describes the *actual* financial condition of the municipality at the end of the fiscal year. In school districts, this report is known as an **ST-3**.

BARGAINING UNIT – A group of employees covered by a contract with an employer. Bargaining units are usually defined by titles in the contract or collective bargaining agreement. A bargaining unit usually covers the same people who are covered by a CSEA Unit Constitution and who are members of a CSEA unit.

BOND – A method by which a municipality or school district borrows money from corporations and individuals, which it promises to pay back with interest.

BOND PROSPECTUS – A document issued by the municipality or school district offering bonds, which describes its financial condition. The buyer of the bond uses the prospectus to evaluate the ability of the municipality to pay its debt with interest.

BUDGET – The financial plan prepared by a municipality or school district before the beginning of the fiscal year. It shows estimated revenues and expenditures and is used to determine how much money must be raised through taxes.

COLLECTIVE BARGAINING – The exchange of promises between an employer and a union concerning terms and conditions of employment for employees in a bargaining unit. Collective bargaining nearly always results in a collective bargaining agreement.

COLLECTIVE BARGAINING AGREEMENT – A written agreement, negotiated between an employer and a union, which spells out terms and conditions of employment, such as wages, hours, fringe benefits, etc.

CONSTITUENCY – A group of people who elects or chooses representatives to act on its behalf.

CONSUMER PRICE INDEX – A set of statistics issued monthly by the United States Department of Labor, Bureau of Labor Statistics that measures the increase or decrease of a constant market basket of goods and services. The CPI is most often used to measure the rate of inflation.

CONTRACT – In labor relations, a collective bargaining agreement.

CONTRACT ADMINISTRATION – The process of filing, appealing, settling and arbitrating grievances and other related contract disputes. Shop stewards and grievance representatives are heavily involved in contract administration.

CONTRACT RATIFICATION – The process of submitting a tentative agreement to the general membership of a unit for a vote. In CSEA, if 50 percent of the vote’s cast plus one is in favor of the tentative agreement, the contract is considered ratified.

CONTRACT SURVEY SHEET – A piece of paper or form on which bargaining unit members write items they want in the contract.

FISCAL YEAR – The 12-month period that an employer, such as a municipality or school district, uses for operating purposes including budgeting. It often does not begin and end of the same months as the calendar year.

FACT-FINDING – A stage of the impasse procedure under the Taylor Law. If a mediator cannot get the parties to reach a tentative agreement on a contract, PERB assigns a fact-finder. The fact-finder listens to both parties justify their positions on the unresolved issues, and writes a non-binding award which may be rejected or in whole by either the union or management.

GRIEVANCE – An allegation by the union that an employee or group of employees has been illegally, improperly or unjustly treated by the employer. The collective bargaining agreement or contract usually defines what a grievance is.

GRIEVANCE REPRESENTATIVE – A person who is involved in the processing of grievances.

INFORMATIONAL PICKETING – The process of informing the public of facts or of the union’s position on an issue or issues, by picketers who carry signs and placards, at a particular location. The signs may indicate, among other things, failure by the employer to bargain in good faith, to meet the union’s modest demands, etc.

JOB CLASSIFICATION – The title given a position or group of positions by a civil service commission.

LABOR RELATIONS SPECIALIST – The CSEA staff person who is responsible for negotiating the collective bargaining agreements (contracts).

LEGISLATIVE HEARING – A hearing held by a legislative body as the final step of the impasse procedure. After the hearing, certain employers may unilaterally, without consent of the union, impose terms and conditions of employment on the bargaining unit for one year. School districts cannot impose through legislative hearings, but must use super conciliation (mediation) as the final stage of the impasse procedure to reach an agreement voluntarily.

MANDATORY SUBJECT OF BARGAINING – A subject which must be negotiated if submitted by either party as a proposal. Some common examples are wages, benefits, hours of work and grievance procedures.

MEDIATION – The first stage of an impasse in negotiations. At this point, the union and/or management often request the assistance of a mediator from PERB who works with the parties to reach a settlement.

NEGOTIATING COMMITTEE – In CSEA, a group of union members appointed by the Unit President to help prepare the unit for negotiating and ratifying a collective bargaining agreement.

NEGOTIATING TEAM – In CSEA, a group of union members appointed from the negotiating committee by the bargaining unit President who represents the unit at the bargaining table. In smaller units, the negotiating team and the negotiating committee are usually one and the same.

NON-MANDATORY SUBJECT OF BARGAINING – A permissive subject which may be negotiated only with the consent of the other party. Some common examples are residency requirements, employment qualifications and type of equipment used on the job.

PERB – Public Employment Relations Board. A New York State agency which administers the Taylor Law (Article 14 of the New York State Civil Service Law). PERB also supplies mediators and fact-finders for bargaining impasses and supplies lists of arbitrators for various types of arbitrations.

PERMISSIVE SUBJECT OF BARGAINING – See non-mandatory subject of bargaining.

PROHIBITED SUBJECT OF BARGAINING – A subject which may not be negotiated under any circumstances by either party. Some examples are waiving certain provisions of civil service law, and negotiating retirement provisions other than those offered by the New York State Retirement System.

PUT ON THE BARGAINING TABLE – To submit an item for negotiation.

RECORDER – During negotiations, the individual who takes notes. Since these notes are used for a wide variety of purposes, completeness and accuracy are critical.

STEWARD – In CSEA, a union member appointed by the Local or Unit President, who works with other stewards to organize the workplace, educate the members about the union lead the members in their efforts to build the union and enforce the contract.

STRIKE – Any action which is prohibited under Section 210 of the New York State Public Employees Fair Employment Act (Taylor Law) for public employees in New York State, such as an actual work stoppage, sick-out, “blue flue,” or slow-down.

SUPER-CONCILIATION – The third stage of an impasse in a school district. A super-conciliator assigned by PERB helps the parties to voluntarily reach a settlement.

TAYLOR LAW – The law administered by PERB governing public sector labor relations in New York State. It is also known as *Article 14* of the New York State Civil Service Law and as the *New York State Public Employees Fair Employment Act*.

TENTATIVE AGREEMENT – The agreement reached by union and management negotiating teams which is presented to the union membership and to management for ratification. If ratified by both sides, the tentative agreement plus all unmodified sections of the old contract are combined to become the new contract.

APPENDIX

PREPARATION FOR NEGOTIATIONS CHECKLIST

READY TO NEGOTIATE?

HAS YOUR BARGAINING UNIT ...

- Organized 100 percent of its potential membership?
- Developed an effective steward system?
- Kept reports of all grievances filed during the life of the contract?
- Engaged in effective political action?
- Kept a newspaper clipping file?

HAS THE BARGAINING UNIT PRESIDENT ...

- Contacted the CSEA Labor Relations Specialist and discussed negotiation preparation, deadlines and notification of the employer?
- Appointed a negotiating committee, which accurately reflects the composition of the bargaining unit?

HAS THE NEGOTIATING COMMITTEE ...

- Determined how it will function, and assigned tasks to each committee member?
- Informed the members of how proposals will be solicited?
- Solicited proposals from the general membership?
- Reviewed the current collective bargaining agreement with the grievance committee, stewards and CSEA staff?
- Asked the CSEA Labor Relations Specialist for suggestions on proposals?
- Gathered appropriate information on the proposals which have been submitted to it?
- Collected payroll data, notes and fact-finding reports from prior negotiations, budget data and comparability data from other contracts?
- Developed justification for its proposals?

HAS THE BARGAINING UNIT PRESIDENT APPOINTED ...

- A negotiating team which accurately reflects the composition of the bargaining unit?
- A chairperson?
- A recorder?

HAS THE NEGOTIATING TEAM ...

- Determined how it will conduct its business?
- Assigned tasks to each member of the team?
- Identified and researched the background of members of the management team who will be involved in negotiations?

HAVE THE NEGOTIATING COMMITTEE AND TEAM, WITH THE CSEA LABOR RELATIONS SPECIALIST...

- Developed a proper ratification procedure?
- Developed procedures for verifying voter eligibility?
- Determined how the tentative agreement will be presented to the membership?
- Determined what proposals should be added or discarded?
- Developed communication procedures to be used with the general membership during negotiations?
- Held a general membership meeting to explain the proposals, procedures and possible employer tactics?
- Let the members know their support is needed.



Local 1000 AFSCME, AFL-CIO

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