

The Triborough Amendment

I. Introduction

A. In a 1972 Triborough Bridge and Tunnel authority case PERB ruled:

- 1. Public employers may not unilaterally alter the terms and conditions of employment following contract expiration while parties are negotiating.**
- 2. Known as the Triborough Doctrine as unions could not strike and therefore employers should not unilaterally change terms and conditions.**

B. The cost implications are in effect today

II. History of the Appeals

A. 1972 - All Mandatory subjects of bargaining addressed in a labor contract or in practice outside of the contract continue. Non-Mandatory subjects of bargaining addressed in the contract can be unilaterally extinguished, e.g. class size

B. 1977 – In times of escalating costs and diminishing tax bases public employers may not be able to pay automatic increments, all money is negotiable.

C. 1982 – Governor Hugh Carey and the Legislature amend the Taylor law to make it an “improper practice” for an employer to refuses to continue all the terms of an expired agreement until a new agreement is negotiated, unless the employee organization engages in an illegal job action.

III. Broader Impacts of the Triborough Amendment

- A. Health Insurance Provisions Frozen***
- B. Contract based job security continues***
- C. Class size and case load restrictions continued.***
- D. Minimum staffing continues***
- E. All non-mandatory provisions continue***

IV. Conclusion

- A. Unions benefit in difficult times when not settling contract***
- B. Public Employers are not able to control costs***
- C. Schools are in particular affected as their costs are largely personnel***