



Dealing In The Dark

NY's Secretive Government Labor Negotiations

by Ken Girardin

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EXECUTIVE SUMMARY

New York's high cost of government – and by extension, its highest-in-the-nation¹ state and local tax burden – are a direct result of having the country's most unionized public sector. More than 68 percent of public employees – including nearly every K-12 teacher and police officer – are represented by a union and covered by a collective bargaining agreement, or union contract.²

Besides pay and benefit levels, contracts can dictate everything from the length of the school day to the number of police officers in a community to the maximum penalty for employee misconduct. But these contracts, negotiated between employee unions and elected officials or their representatives, are negotiated behind closed doors. They're often ratified before it's too late for the public to review them – much less make sense of their long-term costs and impact.

Safeguards that apply to other aspects of government spending – competitive bidding, public notices and more – are conspicuously absent from union negotiations. And elected officials routinely have a serious conflict of interest as they bargain with the very unions from whom they have received or will seek political support in elections. At the same time, collective bargaining allows, and arguably encourages, management to make concessions that shift costs far into the future – for instance, by promising raises several years in advance.



The safeguards that exist around private-sector labor relations, where management has a profit motive, are absent in the public sector. Careful regulation is necessary to protect the taxpayers who must foot the bill.

But an incoherent mess of state laws, court decisions and administrative opinions – coupled with the desire to conceal management's strategy – causes public officials to err against transparency. The entire process ends up shrouded in secrecy.

This report continues the Empire Center's 2008 examination³ of how union contracts are negotiated in secret and rushed to ratification – and offers recent examples of the consequences. And it finds that other states have taken a different view of public-sector labor negotiations and established transparent processes that let the public see what their elected officials are doing throughout the bargaining process.

It recommends the following changes:

- The public should not be kicked out of the room when elected officials sit down to negotiate with unions, and management should disclose what both sides demand or offer at the table. The Open Meetings Law and Freedom of Information Law should be amended to narrow collective bargaining-related exemptions to only shield meetings and documents related to management’s strategy in ongoing negotiations.
- All tentative agreements should require a ratification vote by the local legislative body, and they should be publicly available for a period of days before they are ratified.
- The long-term financial effects of any contract should be calculated and disclosed before a ratification vote can take place.

Given how New York law places no limits on the duration of public-sector union contracts, and how it keeps contract terms in place even after they expire, it is crucial that state law protect the public by letting them see what’s being crafted before they’re stuck paying for the result.

BACKGROUND: BIG DEALS

Labor contracts inked under New York’s public-sector labor law, the Taylor Law, establish much of what government services will cost. They are especially important for local governments and school districts, where personnel costs are often the largest expense.

But these agreements, negotiated between public employee unions and management (local elected officials or their representatives), dictate more than just pay and benefits. They control much, if not most, of how government delivers services. They often set the length

of the work or school day, the rules on how management can or cannot allocate resources, the employee discipline process and more.

The impact of these contracts has become increasingly evident as local governments and school districts grapple with deficits in the fallout of the coronavirus pandemic – namely because employers remain on the hook for contractual pay raises.⁴

State law puts no limit on how long a union contract can remain in effect. Fifteen New York public employers, as of October 2020, had signed contracts that will not expire until 2025 or later. The City of Lockport in 2017 agreed to a deal with its firefighter union that will not expire until the end of 2028.⁵

What’s more, every provision in a contract remains in force after a contract expires, under the 1982 Triborough Amendment to the Taylor Law.⁶ Teachers in the Lawrence School District, on Long Island, have worked – and in many cases continued getting annual raises – under an expired contract since 2011.⁷ Many Buffalo teachers continued getting raises each year after their contract expired at the end of 2004 until a new deal, discussed in further detail on page 10, was negotiated in 2016.

Despite their importance, these contacts are nearly always negotiated outside public view.

When labor and management reach a tentative contract deal, union members get to vote on it before it becomes binding. The Taylor Law, however, doesn’t extend that same guarantee to the taxpayers on the other side of the table. Instead, the law treats these deals as instantly binding on a local government or school district, with two exceptions. Any part of a contract that requires specific legislative actions, such as the repeal of a local law, is not binding until that legislative action takes place. Contracts may also reserve

management's right to seek legislative ratification— but that must be negotiated.

Local elected officials, in fact, are under no legal obligation to let the public review a contract. Nothing requires them to disclose its costs or how it affects the municipality's long-term financial condition before they vote to commit taxpayers to the terms.

Most local governments and school districts do not even file copies of ratified contracts with the state Public Employment Relations Board, which adjudicates Taylor Law disputes, as state regulations require.⁸

But the public has a right to know what's happening at every step in negotiations. The secrecy around union negotiations is a result of New York's public-sector labor doctrine borrowing heavily from practices

developed in the private sector— where public awareness isn't a consideration.

Negotiators there are mindful first and foremost of maximizing profitability and have fiduciary obligations to negotiate the best deal possible. That requires every decision to be informed by the cost of proposed terms, and creates accountability for negotiators.

Union contracts can make seemingly insignificant changes to work rules such as scheduling processes or shift lengths. These can have far-reaching consequences, especially if compliance requires paying added overtime or hiring more personnel.

But local officials often lack a complete understanding of what's being voted on because the contract isn't accompanied by a detailed cost analysis— or in some cases, even a net cost.

The Trouble with Triborough

The stakes in considering proposed contracts are even higher because terms remain in force until a new agreement is negotiated under the Taylor Law's Triborough Amendment:

Enacted in 1982, the amendment mandates that all provisions of a public employee union contract—including those providing for automatic annual pay increases—must remain in effect even after the contract expires, regardless of changing local priorities and fiscal conditions.

The Triborough Amendment gives public employees an incentive to hold out when management is seeking contract concessions. As one state worker put it when his union was asked to ratify contract givebacks in 2011: "We have Triborough ... why do this to yourself?"

— E.J. McMahon, *Triborough Trouble*⁹

“If taxpayers knowingly supported huge pay hikes for some teachers, pink slips for others and big tax increases, that would be their right. Now, though, they do so blindly, and that’s not right at all.”¹⁰

— *Newsday* editorial page, criticizing the lack of transparency around the Central Islip School District’s contract process in 2011

In fact, state law doesn’t require *any* cost calculation before a contract becomes binding – much less for that calculation to be made public. This type of arrangement isn’t tolerated in any other governmental or commercial setting. For instance, a car dealership putting customers on the hook for undisclosed costs at the end of a lease would run afoul of consumer protection rules.

Elected officials have divided loyalties between the public interest and their own political futures. They often sit across from a union’s negotiating team while simultaneously seeking that union’s political support in an upcoming election. Collective bargaining allows those officials to shift costs to the future while gaining political benefits in the short-term.

New York City Mayor Bill de Blasio, for instance, in 2014 agreed to a deal that granted retroactive pay raises to city teachers – but stretched the payments as far as 2020.¹¹ That meant the City this year faced \$900 million in deferred payments for work dating back to 2009.¹² That union, the United Federation of Teachers, in the meantime backed Mayor de

Blasio’s 2017 re-election bid, citing “his respect for teachers and their work.”¹³

The farthest-reaching example of a deferred expense is arguably the promise to give workers health insurance after they retire. A contractual pledge to provide this coverage puts taxpayers on the hook for spending more than a half-century in the future. A 2012 analysis by the Empire Center found New York taxpayers have incurred over \$249 billion in unfunded liabilities for these “other post-employment benefits” – almost entirely retiree health-care costs.¹⁴

In 2008, the Utica City School District board members rushed to ratify a contract that conferred new retiree health-care benefits on teachers, among other things. A day later, the district’s business officer revealed the cost still had not been calculated.¹⁵

Absent the guardrails that exist in the private sector, New York’s public-sector collective bargaining process is hardwired against the public interest.

A SHROUD OF SECRECY

When it comes to contracts that don’t involve negotiating with employees, New York State holds its local governments and school districts to standards designed to minimize costs and maximize transparency.

When local officials want to procure goods or services, they must carefully follow processes laid out in state law. For typical purchases costing more than \$20,000, or construction projects over \$35,000, officials must seek competitive bids.¹⁶ Several days must pass before contracts can be awarded, and more importantly, the exact cost must be known. Meanwhile, state law often limits the duration of contracts, for instance, capping school superintendent employment contracts¹⁷

or shared service agreements between municipalities¹⁸ at five years. It also regulates how local governments and school districts incur debt or other future obligations.

Yet when these same local officials negotiate and ratify collective bargaining agreements, or labor union contracts, which can add millions of dollars to government costs and long-term debt, no safeguards apply.

The problem begins with the Taylor Law itself, which is silent on matters of transparency.

Negotiations between public employee unions and elected officials or their representatives generally begin with the establishment of “ground rules” that outline the process for talks. They typically establish who will speak for either side, when each side will submit proposals and counterproposals, whether the proceedings may be recorded, and other rules specific to the negotiation process.

Nothing in state law requires that negotiations take place in private. Nor is

“The fact is that an important party to public employee labor negotiations is never invited to the table, and is rarely privy to any crumb of information that might fall from it.”¹⁹

— Rochester *Democrat & Chronicle* journalist David Andreatta, responding to reader concerns about the lack of details in news accounts about labor contracts in 2017

this a universal demand from labor unions. Chicago’s teachers union, one of the country’s largest, argued for “open bargaining” in 2019 to let the public view contract talks. The union even called for them to be broadcast online.²⁰

The state Public Employment Relations Board (PERB) essentially draped lead curtains around union contract negotiations in 1979.²¹ PERB sided with a union that had refused to negotiate with the Town of Shelter Island in front of outside observers. While the board held that either side could make demands about the nature of the negotiations, neither was obligated to agree to those changes. And state courts pulled those curtains shut in 1984 in *Saratoga v. Newman* when an appellate court held that Saratoga County supervisors could not insist that contract talks take place in public and that the Open Meetings Law did not apply to such meetings.²²

Today, virtually all negotiations take place behind closed doors. Unions and employers often agree, in ground rules, to a “media blackout” that restricts either side from making public statements about negotiations.

The state laws designed to encourage government transparency, the Freedom of Information Law (FOIL)²³ and the Open Meetings Law²⁴, do not adequately compel disclosure around collective bargaining.

FOIL is, at its core, a reactive mechanism that lets people demand and obtain a record after it has been created. It does not, however, compel proactive disclosure. And in the case of labor negotiations, it sends a message to *avoid* transparency by granting an exclusion in certain labor-related matters.

The law lets officials withhold records which “if disclosed would impair present or imminent contract awards or collective bargaining negotiations.”²⁵

The mere fact that a record is exempted from FOIL does not automatically mean officials *cannot* release it. But surmising, in the state’s premier transparency statute, that certain records should be kept out of view sends the wrong message to local officials.

In the case of a tentative collective bargaining agreement, someone would need to know such a document exists, and ask for it. But public officials can, lawfully, go a month or longer without turning over a tentative deal – more than enough time to ratify it.

The state Committee on Open Government, usually a force for increased transparency, has here made matters worse by offering a wide interpretation of that exclusion and warning – without factual basis – that an employer could face legal penalties for disclosing tentative labor agreements before they’re ratified.²⁶

The Open Meetings Law meanwhile ensures that the public can be in the room when contracts are ratified, but little more.

Employers must provide copies of tentative agreements to the public in advance on request but only “to the extent practicable.”

An exclusion in the Open Meetings Law lets officials meet in executive session to discuss “collective negotiations.” This exemption permits the closed-door discussion of management’s strategy at the bargaining table, but is sometimes seen as allowing all aspects of collective bargaining to be discussed outside public view as well.²⁷

In 2017, Carl Paladino, a Buffalo city school board member, was removed by the State Education Department for speaking publicly about negotiations *after* the contract had been ratified.²⁸ State Education Commissioner MaryEllen Elia wrote that Paladino had “disclosed confidential information regarding collective negotiations” when he criticized the process in an op-ed.

Without a coherent transparency regime, public-sector collective bargaining can’t serve the public interest.



Lockport City Hall

Future Governor Mario Cuomo highlighted the gap in public awareness around union negotiations as a candidate for New York City Mayor in 1977:

When municipal labor leaders negotiated²⁹ a contract with the city, Mr. Cuomo said, they take it back to their members for approval. Why can't the city say, 'Let me take it up with my people?' " he asked. He meant the public.³⁰

INEVITABLY POLITICAL

Safeguards are needed around public-sector collective bargaining because the rules encourage officials to seek benefits, especially savings, in the near-term, while shifting costs to the future – often beyond when they plan to leave office. Decisions related to union contracts are inevitably influenced by electoral politics – which can lead officials to taking actions not in the public interest.

New York City Mayor Bill de Blasio, facing COVID-driven deficits, touted more than \$630 million in “savings” from secret union negotiations.³¹ These savings, however, merely shifted costs into the next fiscal year, and will allow de Blasio to postpone some or all of the payments until after he leaves office at the end of 2021.

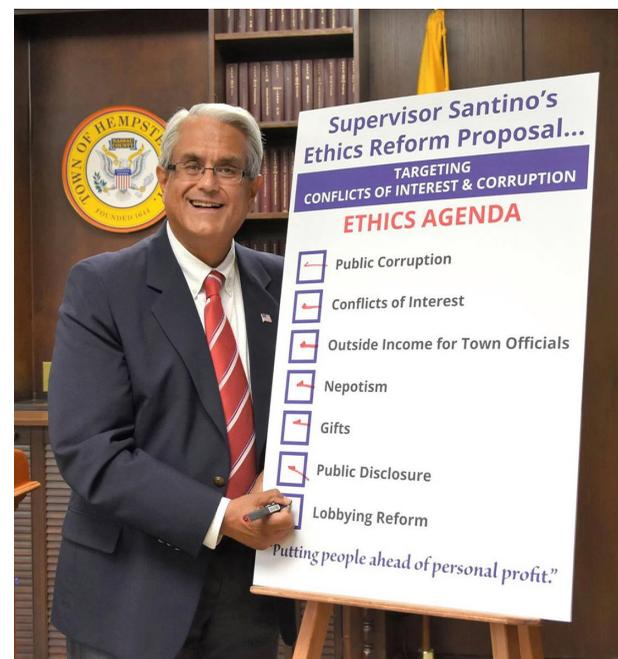
And the agreements, which became binding without City Council approval, featured “no layoff” provisions that will limit city officials from making city operations more efficient even after de Blasio leaves Gracie Mansion.

In Niagara County, Lockport Mayor Michelle Roman's administration last year signed labor contracts with two city employee unions in late summer – but refused to share details with members of the city council until after the November general election.

The mayor, running for re-election, had formal backing from one of the unions.³² Afterward, Roman cast the tie-breaking vote to approve the city's fiscal 2020 budget despite the fact that it didn't fund the tentative contracts' proposed first-year raises of four and six percent.^{33,34} Councilmembers ultimately rejected the agreements in February 2020.³⁵

Elected officials have even been known to abuse the collective bargaining process to hamstring political opponents, knowingly negotiating – and rushing to approve – deals that confer lopsided benefits on labor.

In Hempstead, the state's largest town, Town Supervisor Anthony Santino lost his re-election bid in November 2017. In the weeks that followed, he modified the Long Island town's months-old contract with the Civil Service Employees Association (CSEA). The Town Supervisor gave the union a lucrative “no layoffs” provision that stripped his successor, Laura Gillen, of her ability



Former Hempstead Town Supervisor Anthony Santino. Source: Facebook

to adjust the size of the town workforce – while winning back nothing for the Town in return. Town records indicated that Santino was seeking to give “protection” to certain political appointees who were placed in union-represented positions after Election Day to prevent Gillen from laying them off.

Gillen sued to void Santino’s post-election changes and Supreme Court Justice Randy Sue Marber ruled in her favor: “the Town Board’s determination in approving the MOA lacked any semblance of rationality and constituted an abuse of power.” “The record,” Justice Marber added, “is devoid of any proof as to what change in circumstance prompted the sudden need for such drastic amendments after a mere five months between July 2017 and December 2017 – except for the election results.”³⁶

In West Seneca, outside Buffalo, outgoing Town Supervisor Sheila Meegan in December 2019 hastily renegotiated a deal with that

town’s CSEA unit that wasn’t set to expire until December 2021. Meegan, with the Town Board’s approval, extended the contract an extra two years, giving the union raises in both, in return for a handful of changes in the contract. In so doing, Meegan all but eliminated her successor’s leverage to negotiate and address the wide range of subjects covered by the contract for the duration of his four-year term.³⁷

At the same time, members of the public can’t hold their elected officials accountable through elections if they don’t know what they’re doing behind closed doors.

This gap in public knowledge was evident earlier this year as Buffalo Mayor Byron Brown bemoaned discipline rules in the City’s police union contract. But a local journalist revealed that the current administration “has never proposed changes during negotiations to address these problems” despite Brown having been in office more than 14 years.³⁸



Hempstead town employees protest Hempstead Town Supervisor Laura Gillen. *Source: CSEA*

THE CONSEQUENCES

In Buffalo, teachers worked for more than 11 years under an expired contract as negotiations stalled. When a tentative deal was finally reached in 2016, school board members rushed to ratify it the next day.

First, the Board violated the Open Meetings Law by discussing the tentative agreement at length behind closed doors.³⁹ When the board allowed journalists and other members of the public into the room, Board President Dr. Barbara Seals Nevergold moved immediately to ratify the contract—which the audience was just then seeing for the first time. The board voted minutes later to approve the deal, which had an estimated net cost of almost \$99 million over three years.⁴⁰

Buffalo's control board, which requires financial plans from both the city and school district but does not currently have veto power over contracts, criticized the process: "[d]istrict officials approved this labor agreement without clear consideration as to how the costs of the contract would be paid for, which is evidenced by the lack of a current modified financial plan."⁴¹

Local officials sometimes ratify new contracts before they're even negotiated. In Sullivan County, the Livingston Manor school board in 2008 gave the superintendent permission for "rolling over" its teachers union contract for another year. Unbeknownst to board members, the superintendent agreed to a different deal that hiked the district's contribution for teachers' benefits—a change that only became known a year later when the district began paying more.⁴²

Failure to not only understand but also adequately plan for contract costs can have serious impacts on both taxpayers and the public workforce.

The Rochester City School District (RCSD) remains gripped in the fallout from an estimated \$30 million in overspending during the 2018-19 school year—much of which was dictated by the district's union contracts. The district ultimately had to lay off 175 employees, including 107 teachers.⁴³

“District officials approved this labor agreement without clear consideration as to how the costs of the contract would be paid for...”

RCSD board members, a year earlier, ratified a one-year agreement giving 3.61 percent raises to teachers, but the deal prohibited both parties from making “any statement to the news media respecting the terms” until the deal was presented to the Board of Education for its formal approval. That prevented members of the public from having a chance

to scrutinize it and potentially sound the alarm about the District's cost estimates.⁴⁴

In its “Fiscal Corrective Action Plan,” the state Education Department noted RCSD needed to, among other things, “[r]equire Board resolutions with significant fiscal implications to be accompanied by fiscal analysis” and “[d]evelop a long term financial plan.”⁴⁵ The corrective plan also warned that, as it bargained with its unions, “[m]odels should be developed which enable the Board to see clearly the impact of negotiated items over [the] course of [the] contract or seven years, whichever is longer.”⁴⁶

The Ithaca City School District board members ratified an “aggressive” contract last year with its teachers union that increased payroll 27 percent over six years as part of a strategy



Johnson City

to increase teacher retention.⁴⁷ While board members recognized the deal came with a big price tag, the district had not published a multi-year financial plan. Soon after agreeing to the raises, the District began considering a new tax on utility bills to help pay for them.⁴⁸

Westchester County in 2018 settled several union contracts and county legislators had the benefit of staff preparing a fiscal impact calculation for each. Those figures, however, had little value in the absence of a multi-year financial plan. The county ultimately had to hike its sales tax rate to avoid running a deficit in future years.⁴⁹

The most extreme case in recent history was arguably that of the Broome County village of Johnson City. Trustees in 2007 miscalculated the cost of raises in a hastily approved firefighter union contract.⁵⁰ The village was forced to lay off firefighters as costs exploded.⁵¹

THE BOTTOM LINE

Local governments and school districts, unfortunately, take a hodge-podge approach when it comes to calculating and disclosing the costs of proposed labor agreements.

The local school board or other legislative body ratifying these deals frequently lack the institutional resources to perform independent analysis and must rely on what, if anything, is shared by the local executive, or executive staff, by whom the contract was negotiated.

All too often, that leaves the public in the dark until it's too late. But this isn't always the case, and the practices used in some corners of state and local government offer examples that can be used to improve the process everywhere.

New York State

New York's Executive Branch is held to a higher standard than local governments and school districts when it comes to labor contracts and their long-term impacts.

The Governor's Office of Employee Relations negotiates with state employee unions with the benefit of cost calculations by the state Division of the Budget. DOB's Workforce Cost Projection Tool uses information about each employee to estimate the costs of contract provisions as they would affect each employee, which for some contracts can exceed 50,000 workers.⁵²

New York's governor has the power to commit to labor contracts without legislative ratification, but lawmakers must approve any adjustments to statutory pay scales as well as contractually required appropriations. They do this by voting on measures known as "pay bills," which include a net fiscal impact provided by the executive staff.⁵³

State law meanwhile requires New York's governor to issue and periodically update a multi-year financial plan – which forces state officials to fully consider the implications of union contracts.⁵⁴

New York City

While the New York City Council doesn't ratify contracts, Mayor Bill de Blasio has continued his predecessor Michael Bloomberg's practice of including contract costs in announcements about tentative labor deals, typically both gross costs and expected savings.⁵⁵ New York City separately files a multi-year financial plan covering the next four fiscal years with a state board under the terms of a 1975 bailout.⁵⁶

The city Office of Management and Budget, in years past, has also issued a report, "The Cost of a One Percent Increase," letting councilmembers and the public understand the cost of proposed wage increases.

Local Governments

Larger local governments, such as the state's most populous counties, have dedicated legislative staff to develop a fiscal impact for legislation, and perform this evaluation for collective bargaining agreements. In other cases, appointed or elected comptrollers perform the analysis in conjunction with labor counsel over the course of negotiations. For example, Westchester and Suffolk County legislative staff develop total cost estimates for labor deals negotiated by the county executive. In some rare instances, independently elected comptrollers will issue their own analyses.⁵⁷

Control Boards: A Welcome Exception

One subset of local governments does, however, reliably calculate and disclose contract costs and their long-term implications – because they must.

Three local governments, and by extension, one city school district, under the oversight of state control boards have their contracts reviewed (albeit sometimes after ratification),

and must develop multi-year financial plans. The entities – Erie County, Nassau County and Buffalo – are separately required to develop and issue multi-year financial plans subject to control board approval:

- In Erie County, a control board acts in an advisory role. State law requires it to "assess the impact of any collective bargaining agreement to be entered into by the county and such contracts, that, in the judgment of the authority, may have a significant impact on the county's long-term fiscal condition."⁵⁸
- Buffalo and the city's school district have contracts reviewed by the Buffalo Fiscal Stability Authority under similar statutory terms.⁵⁹
- Nassau County finances have since 2011⁶⁰ been under the direct control of the Nassau Interim Fiscal Authority, which has the final say over union contracts and which requires the county to submit multi-year financial plans.



New York City Mayor Bill de Blasio

Other municipalities, such as the city of Amsterdam in the Mohawk Valley, must maintain multi-year financial plans under state laws letting them borrow to cover operating costs.⁶¹

The lack of cost estimates associated with union contracts is made worse by the fact that local governments and school districts generally don't develop or publish long-term financial forecasts. This means that, even in those cases where costs are generated, officials do not have to demonstrate how they align with future cost and revenue estimates. That makes it difficult for the public to know if proposed spending levels are sustainable.

THE SOLUTION

When New York state lawmakers built the state's public-sector collective bargaining framework in 1967, they left out a crucial component to let the public – and even state lawmakers themselves – see how it was performing. But there is no compelling reason for letting elected officials craft union contracts behind closed doors.

Every exchange our elected officials or other management employees have with public employee unions should be done as transparently as every other lawmaking and budgeting activity is meant to be.

Local governments and school districts are creations of the state, meaning it's up to the state lawmakers to set union negotiation rules that better serve the public interest. Such rules should require state and local officials to:

- Allow journalists and other members of the public to observe labor negotiations;
- Publish immediately any negotiation ground rules to which they've agreed and any proposal either side makes;
- Hold a ratification vote on any tentative agreement before it becomes binding;

- Calculate the expected cost or savings of every provision of a proposed contract, prior to ratification; and
- Post tentative contracts and the associated cost analysis on the internet for a period of days before they can be voted on.

The Legislature should also narrow exclusions in the Open Meetings Law and Freedom of Information Law related to collective bargaining to shield only those records and meetings related to management's strategy in ongoing negotiations.

Members of the public in Minnesota, Florida and seven other states have their right to monitor labor-guaranteed negotiations under state law.⁶²

Colorado, in 2014, approved a ballot measure that opened school district contract talks to the public. And local governments⁶³ and school districts⁶⁴ in Washington have moved in recent years to require "open bargaining."

To be sure, recent years have seen substantive reforms proposed in Albany.

Governor Andrew Cuomo in 2017, 2018 and 2019 proposed changes to the state Freedom of Information Law that would have required each tentative collective bargaining agreement to be made available on the internet and at public libraries before union members vote to ratify the deal.⁶⁵ Public employee unions pushed back against the change. State Senator Diane Savino (D-Staten Island) described it during a 2019 legislative hearing as "some crazy proposal about publishing collective bargaining agreements prior to their ratification."⁶⁶ A lobbyist for the state Civil Service Employees Association, the largest state employee union, argued against transparency, saying "our members should be able to vote on their contract before it goes public to the citizens."

A bill first proposed by Assemblywoman Sandra Galef (D-Putnam County) in 2009 would require both proposed collective bargaining agreements and “facts describing the economic impact and any new costs” to be “immediately” made available to the public via the employer’s website and area libraries. The measure would also have local governments and school districts wait at least two weeks before voting to ratify an agreement. The companion bill was introduced in the state Senate in 2010 by Senator Craig Johnson (D-Nassau County) and passed 60-1.⁶⁷ However, neither legislative house has since acted on it.

Other states have pulled ahead specifically in terms of keeping the public informed about the cost of contracts.

Pennsylvania Governor Tom Wolf in 2016 signed a measure⁶⁸ requiring the state

government to submit tentative labor contracts for analysis at least 20 days before their slated execution date, and for an independent state agency to provide a detailed score. Indiana last year required school districts to hold a public meeting about any tentative agreement and to wait at least 72 hours before ratifying.⁶⁹

When considering a tentative union contract, California school districts must disclose “the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years” at a public meeting.⁷⁰

New York state lawmakers have, for generations, shielded the negotiation and ratification of union contracts from public scrutiny. They have done far too little to shield the public from the consequences.



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