

STATE OF NEW YORK – COUNTY OF ALBANY
NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In The Matter of the Fact Finding Between

TACONIC HILLS CENTRAL SCHOOL DISTRICT

PERB CASE M2019-109

-and-

THE TACONIC HILLS ADMINISTRATORS ASSOCIATION

Appearances:

Gordon R. Mayo, Esq., Fact Finder

Arthur P Scheuermann, Esq., General Counsel, SAANYS, for Association

Kris A. Lanchantin, Esq., Girvin & Ferlazzo, P.C., Attorney for District

On April 23, 2020, I was appointed as the fact finder in the above contractual dispute between the Taconic Hills Administrators Association (hereinafter Association) and the Taconic Hills Central School District (hereinafter District). The predecessor collective bargaining agreement (hereinafter CBA) expired on June 30, 2019, and the parties were unable to reach consensus on a successor agreement. Subsequently, the parties met with a mediator on three occasions, again with no successful conclusion being reached. The Union filed for fact finding , which precipitated my appointment as as factfinder by William Conley, PERB's Director of Conciliation. A factfinding hearing was held on September 21, 2020 at the District Offices in Craryville, New

York, at which all parties were present and represented; the parties have waived their right to file a brief.

Both parties called witnesses, and some 27 exhibits were introduced (five joint, four District and eighteen Association). I will not list all exhibits, but shall identify those which I feel are pertinent to this proceeding. In previous negotiations and mediation sessions, the parties have come to agreement on several other issues, but it is apparent that the sole issue that I must address is the compensation to be paid to the members of this small unit, who are for the most part principals, although, according to the recognition clause in the expired 2013-2019 CBA, the affected membership includes "all principals, assistant principals, deans, athletic director, director of staff instruction and staff development and director of pupil personnel services" (Joint Ex. 1). The expired CBA for the period July 1, 2013 – June 30, 2019 included 4% raises each year for unit members for the last five years of the agreement (Joint Ex. 1). In negotiations and mediation sessions, the raises offered were generally in the 2% per annum range for a successor five year agreement. Although there might have been some movement on both sides in order to reach an agreement, the District stated at the factfinding hearing that its salary proposal was once again 2%.

In comparison, the District and the Taconic Hills Middle Management Group entered into an agreement for the years 2018-2023 (Joint Ex. 4)

According to Article I of the CBA, the titles included are as follows:

Administrative Assistant, Head Bus Driver, Tax Collector, Computer Operator, Junior Network Administrator, Computer Services Specialist, School Information Specialist, School Data Coordinator, Superintendent of Buildings and Grounds, Transportation Dispatcher, Human Resources/Benefits Coordinator, District

Treasurer, Payroll Clerk, Purchasing Agent, Purchasing Clerk/Accounts Payable, Cook Manager, Network System Engineer and Computer System Specialist; Secretary to the Superintendent of Schools, Director of Instruction and Staff Development, CSE Chairperson, Junior/Senior High School Principal, Elementary School Principal, Supervisor of Transportation, Director of Facilities II (Joint Ex. 3).

There was no explanation given why the Principals titles appear in this list as well as the Association CBA, but I will make the assumption that the Association CBA controls in this instance. In any event, each member of the Group received a 4% increase for the first two years of the agreement, and 4% increases for the next three years. Not to denigrate the duties and responsibilities given to the incumbents in the titles above, it has been my observation over forty years of hearing these cases that principals have much more of an effect on the education of schoolchildren than a tax collector, payroll clerk and purchasing agent, just to name a few.

The Taconic Hills Faculty Association (hereinafter FA) entered into an extender of their CBA in 2019 (shortly before the expiration of the Association's CBA). That CBA called for 3.5% increases in the years 2018-2019, 2019-2020 and 2020-2021(Joint Ex. 3) and increased the health insurance contribution for those bargaining unit members to 20%. In the final year of the Association CBA (2018-19), its members also paid 20 %. The only outlier in the District's health insurance contribution levels with its unions is the MMA, which is currently at a 16% contribution that rises to 18% in 2022-23.

It is also interesting to note that Neil Howard Jr. the District's Superintendent of Schools, has seen his salary rise from \$126,175 in 2014 to \$175,000 in 2020-21, which is a 39% increase over that period, and amounts to an average 5.6% yearly

increase. Cybil Howard, now classified as the Assistant Superintendent for Business in a title which was originally Business Manager, has seen her salary increase from \$80,987 in 2016 to \$99,317 in 2019, the last year for which a budget showing her salary appears. That increase is approximately 7% per year. According to Mrs. Howard's (she is the wife of the Superintendent of Schools) testimony, she is a member of MMA, which is receiving 4% raises annually through June 30, 2023.

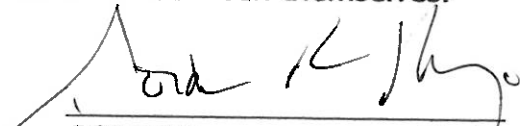
As to the unit members, the Elementary School Principal salary is an outlier, in that he has thirty-seven years in TRS service, and testified that he thought 2020-2021 would be his last year at the District. His salary, which is currently \$158,585, would be replaced by a new hire at a much lower salary, resulting in an attrition savings to the district of \$40-50,000. Not even taking attrition into account, it would cost the District approximately \$23-25,000 per annum to fund a 4% yearly raise for the five year agreement both parties want.

The District is remarkably well-managed financially, and is aided by the demographics of the district. Although the school population reflects a degree of rural poverty, the tax base is just the opposite. Included within the District is Copake Lake, a Green County gem. Surrounding the shoreline of the lake are numerous high end homes, mainly owned by non-residents of the District. Moreover, there has been an increase in high end construction outside the lake's perimeters, which I have observed personally on my way to play golf at Copake Country Club, another gem. Because of this upscale tax base, and prudent financial practices, the District has (as of 9/17/2020) amassed an unreserved fund

balance of \$13,077,673.76. Even assuming that the State of New York claws back a portion of state aid to the District, there is such a financial cushion that very little impact would be felt; indeed, Ms. Howard testified that the District has already planned for such a contingency. It seems odd that this one unit composed of professional educators would be singled out for disparate treatment financially in a District flush with cash, but to this observer, that appears to be the case. After reviewing the testimony and submissions by both parties, I hereby make the following recommendations:

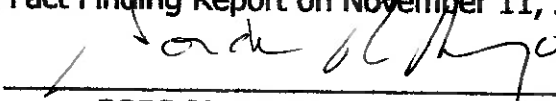
2019-2020 – 4% salary increase
2020-2021 - 4% salary increase
2021-2022 - 4% salary increase
2022-2023 - 4% salary increase
2023-2024 -4% salary increase

Any other issues which are not before me are not dealt with at this time. If such issues exist, the parties can hopefully resolve same between themselves.


GORDON R. MAYO, Fact Finder

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.

I, GORDON R. MAYO, an attorney licensed to practice in New York State, do hereby affirm on my oath as Fact Finder that I am the individual described herein and who executed the subject Fact Finding Report on November 11, 2020.


GORDON R. MAYO