

**STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD**

x

In the Matter of

BUFFALO TEACHERS FEDERATION,

Claimant,

- against -

NOTICE OF CLAIM

**BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF THE CITY OF
BUFFALO,**

Respondent.

x

**TO: BOARD OF EDUCATION OF THE CITY SCHOOL
DISTRICT OF THE CITY OF BUFFALO
801 City Hall
Buffalo, New York 14202**

PLEASE TAKE NOTICE, that the Buffalo Teachers Federation (hereinafter "BTF"), hereby makes claims against Respondent, BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO (hereinafter "District"), as follows:

1. The name and post office address of the Claimant is BTF, 271 Porter Avenue, Buffalo, New York 14201. The name and post office address for its representative is Robert W. Mueller, Labor Relations Specialist, NYSUT, 271 Porter Avenue, Buffalo, New York 14201.
2. The District is a public employer within the meaning of the New York State Taylor Law.
3. The Buffalo Teachers Federation (hereinafter "Federation") is an employee organization within the meaning of the New York State Taylor Law.

4. The Federation and the Board are parties to a collective bargaining agreement for the term July 1, 2016, through June 30, 2019.

5. The nature of these claims is the District's violation of New York State Civil Service Law Section 209-a.1.

6. These claims occurred on or about Thursday, September 1, 2022, by virtue of the District's bad faith bargaining and violation of Article 14 of the New York State Civil Service Law.

7. The manner in which these claims arose are as follows:

- a. The last negotiated collective bargaining agreement between BTF and the District expired June 30, 2019.
- b. Both before and since that time, said parties have been engaged in negotiations to reach a new agreement.
- c. Since the parties commenced negotiations, the District has included a proposal for modification of portions of Article VIII of the parties' collective bargaining agreement that provided the District with enhanced managerial rights to change the start and end times of BTF represented teachers' schedules. (Copy of the District's last presentation of this proposal is attached in its April 28, 2022 "Package Proposal" as Addendum A)
- d. BTF filed a declaration of impasse in negotiations on or about October 24, 2019, and the parties utilized the services of a mediator appointed by the New York State Public Employment Relations through June 23, 2022.
- e. On August 17, 2022, the New York State Public Employment Relations Board appointed a Fact Finder to the on-going impasse between the parties.

- f. On August 25, 2022, the parties met with the Fact Finder appointed by the New York State Public Employment Relations Board via videoconference, and a schedule for issue submission, rebuttal submission, and oral presentation was set by the Fact Finder.
- g. On September 1, 2022, the District submitted to BTF via e-mail correspondence a proposed Memorandum of Understanding that addressed the identical provisions of Article VIII of the parties' collective bargaining that the District's previously submitted contract proposals addressed. (Copy of the District's September 1, 2022 Proposed Memorandum of Understanding Attached as Addendum B)
- h. The District's September 1, 2022, proposed Memorandum of Understanding was regressed from its previous contract proposals regarding teacher schedules covered in Article VIII of the collective bargaining agreement in that it significantly expanded upon the District's proposed managerial rights to change starting and ending times of BTF represented teacher's schedules, significantly decreased the amount of notice such a change would require, and eliminated any requirement for faculty agreement on changes to school schedules, and eliminated the restriction that starting and ending times not change by more than one hour..
- i. Upon information and belief, the District's submittal of the September 1, 2022 proposed regressive Memorandum of Understanding was done with the intent to frustrate, delay, and prevent the negotiation of a new collective bargaining agreement.

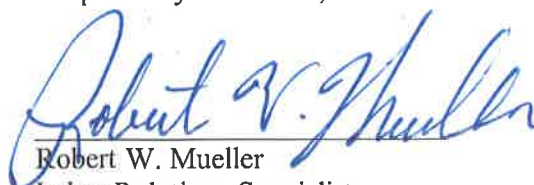
8. BTF and BTF unit employees have been injured by the actions of the District in that negotiations for a new collective bargaining agreement have been further delayed, their bargaining rights under Article 14 of the Civil Service Law have been frustrated, they have been deprived of the privileges and benefits of a new agreement, and they have otherwise been injured by reason of the aforesaid violations of law.

9. Claimant BTF respectfully makes claims and demands that the District withdraw and rescind its newly proposed Memorandum of Understanding, withdraw all District proposals with respect to Article VIII of the parties' collective bargaining agreement, publicly acknowledge their violation of New York State Civil Service Law Section 209-a.1. through written correspondence to the President of the BTF and post said correspondence on all District bulletin boards for a period of thirty (30) calendar days, proceed with negotiating in good faith, and make BTF and BTF unit employees whole by reason of such violations.

WHEREFORE, Claimant is entitled to the aforesaid relief, and claim is hereby made and presented for the same.

Dated: Buffalo, New York
September 9, 2022

Respectfully submitted,



Robert W. Mueller
Labor Relations Specialist
New York State United Teachers
Buffalo Teachers Federation

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF ERIE)

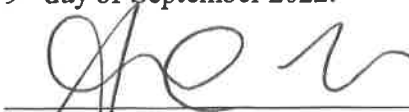
PHILIP RUMORE duly sworn says:

I am President of the BUFFALO TEACHERS FEDERATION and am acquainted with the fact and circumstances of this matter, have read the foregoing Notice of Claim, and know its contents to be true, except as to those matters alleged upon information and belief. As to those matters alleged upon information and belief, I believe them to be true. The ground of that belief is a result of my personal knowledge and general investigation of the facts of this matter.



PHILIP RUMORE, BTF President

Sworn to before me this
9th day of September 2022.



Notary Public - New York State

AMANDA C MILLER
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01MI6432696
COMM. EXP. 05/09/2026

ADDENDUM A

District's April 28, 2022 "Package Proposal"

**AGREEMENT BY AND BETWEEN
THE CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO
AND THE BUFFALO TEACHERS FEDERATION**

CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO'S "PACKAGE PROPOSAL"

THE FOLLOWING IS THE DISTRICT'S PACKAGE PROPOSAL FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT. ANY AGREEMENT IS TENTATIVE AND MUST BE APPROVED AND RATIFIED BY BOTH PARTIES. THIS PACKAGE PROPOSAL IS BEING MADE WITHOUT PRECEDENT OR PREJUDICE TO THE DISTRICT'S INTERPRETATION OF THE EXISTING COLLECTIVE BARGAINING AGREEMENT.

APRIL 28, 2022

Duration of Contract

Contract Provision: Article XLII

This Agreement shall be effective as of the date of ratification through June 30, 2025.

Professional Compensation

Contract Provision: Article XXV

I. Signing Bonus and Retirees (Article XXV(A))

Active, full-time, teachers employed by the District at the time of ratification of this agreement by the Board that were hired by the District prior to January 1, 2022, shall receive a one (1) time bonus in the amount of 6% of their annual salary as of the date of ratification of this Agreement. Adult Learning Center teachers employed and active at the time of ratification will receive a one-time bonus in the amount of \$500.00

Teachers that retired between the September 1, 2019 and ratification shall receive a one-time payment in the amount of: \$500.00 if he/she retired prior to September 1, 2020, \$1,000 if he/she retired between September 2, 2020 and September 1, 2021, and \$1,500 if he/she retired between September 2, 2021 and ratification of this agreement.

II. Salary Schedules (Article XXV(C) and (D)(1))

- a. Effective upon the later of July 1, 2022 or ratification of this Agreement, teacher and psychologist salaries shall be increased by 6.0% or 4.94% if the parties agree to include step compression below in III(a).
- b. Effective July 1, 2023, teacher and psychologist salaries shall be increased by 6%.
- c. Effective July 1, 2024, teacher and psychologist salaries shall be increased by 4.0% or 2.94% if the parties agree to include the step compression below in III(b).

III. Salary Schedules (Article XXV(C) and (D)(1))

- a. Effective upon the later of ratification or July 1, 2022, Step 16 will be eliminated from the teacher salary schedule.
- b. Effective July 1, 2024, the new Step 16 will be eliminated from the teacher salary schedule.

Employee Benefits - Health Insurance

Contract Provision: Article XXVI(2)

- I. **Health Insurance Plans (Article XXVI(2)(A)(1))**
 Amend "Health Care Coverage, The District will provide health insurance coverage (one indemnity and 3 HMO-type plans) with Blue Cross/Blue Shield of Western New York serving as the Third Party Administrator. Employees covered under this Agreement will have the option of participating in one of the four (4) Blue Cross/Blue Shield plans in effect at the time of ratification. Teachers may enroll in either the family plan or the individual plan coverage." to read "Health Care Coverage, The District will provide health insurance coverage (one indemnity and one POS plan) through a mutually agreeable Third Party Administrator. Employees covered under this Agreement will have the option of participating in one (1) of the two (2) plans in effect 30 days after ratification. Teachers may enroll in either the family plan or the individual plan coverage."

- II. **Active Employee Health Insurance Cost Contributions (Article XXVI(2)(A))**
 Enrolled, full time teachers shall contribute 13% effective July 1, 2022, 14% effective July 1, 2023, and 15% effective July 1, 2024 towards the premium (or "premium equivalent") of their selected health care plan. This includes all active full time teachers, as well as all full time teachers hired after this Agreement is ratified.

- III. **Retiree Health Insurance (Article XXVI(2)(A)(10))**
 Teachers who retire between ratification of this contract and June 30, 2022 and their spouse and eligible dependents shall be required to enroll in a District defined Medicare Advantage Plan when Medicare eligible.
 - a. Upon ratification of this Agreement, teachers that retire that are eligible for retiree health care shall contribute the same percentage toward premium in retirement that he/she contributed as active employees.
 - b. Delete the language "The contribution required at a teacher's effective date of retirement is fixed at that amount."
 - c. Teachers that are hired after July 1, 2022 are not eligible for District provided health insurance in retirement.

Teacher Transfer Process

Contract Provision: Article XIV

- I. **Article XIV(A-G) replaced with the following:**
Article XIV – Teacher Transfers
 - A. The District will open an Online Intention to Transfer Portal whereby teachers may communicate their requests to transfer electronically.

 - B. The Online Intention to Transfer Portal will be open from the first week of March up to and including the first week of May.

- C. Teachers may submit an intention multiple times until the portal closes. Withdrawal of any transfer requests may also be made utilizing the portal. The most recently submitted intention will supersede those previously submitted. Each time an intention is submitted, an automated email will confirm receipt of same.
- D. Teachers who are displaced through the Budget process, reduction in force or involuntarily transferred will be notified and automatically included in the transfer process.
- E. Teachers will meet privately with Principals before transferring to a school. Principals will share expectations and programmatic information. Principals will also share if they believe a teachers is a fit for a school. HR will review the fit recommendations from the Principal to evaluate the following: Does the vacancy require specialized skills:
 - a. Bilingual;
 - b. Montessori;
 - c. Advanced Placement Experience;
 - d. Rigorous Instrumental Program;
 - e. PE w/Health or Life Guard Certification;
 - f. Unique programmatic needs;

Other factors being equal, in the judgment of the Board, the teacher with the greatest length of time in the Buffalo Public Schools System shall select from available vacancies by contractual seniority in their tenure area. The Associate Superintendent for Human Resources will make the final determination regarding a teacher transfer, in accordance with the collective bargaining agreement.

For teachers in a vacancy of .4 or above and the position becomes full time, the teacher will have the right of first refusal to the full time position. Teachers will also have the right of first refusal to full time positions that become .8 and are matched with another school with a .2. Teachers who work on a multi-school campus will have the right of first refusal, by seniority, to FTE changes that still amount to a 1.0 FTE position at the school campus.

Principals or their administrative designee may be in attendance to meet privately with teachers.

Once all vacancies are filled, the transfer process for that tenure area will end. If there are no vacancies in a particular tenure area, then there will be no Transfer Day for that tenure area.

- II. Article XIV(K)**
Change “Associate Superintendent for Instructional Services” to “Associate Superintendent for Human Resources.”

Employment and Termination of Personnel

Contract Provision: Article XII

- I. Hiring of Athletic Coaches**
Include the previously drafted MOU regarding the hiring of Athletic Coaches to the Collective Bargaining Agreement by reference.
- II. Hiring of Teachers During the Summer (Article XII(G)(1))**
Amend to change “number of years of summer employment” to “District seniority.”

Teaching Schedules

Contract Provision: Article VIII

- a. Article VIII(A)(1): Modify the current language to delete “For the 2018-2019 school year (July 1, 2018 to June 30, 2019) only,” such that the language will read “The District may change the starting and ending time at schools to accommodate saving on bus routes under the following conditions:
- i. Teachers will be notified in writing of any such change on or before January 1st of the year in which the change will take effect (e.g. notice must be provided on or before January 1, 2023 for a change to take effect for the 2023-2024 school year); For the 2022-2023 school year only, the District may notify teachers by July 1, 2022.
 - ii. Upon notification of said changes, teachers at the affected schools will be placed at the top of the transfer list for the upcoming school year based on their seniority;
 - iii. Unless agreed to by the faculty of the affected schools, no other changes within the starting and ending times will occur;
 - iv. Starting and/or ending time changes will be no more than one (1) hour;
 - v. The starting time shall begin no earlier than 7:50 a.m. and end no later than 4:05 p.m.”
- b. Article VIII(A)(2): Delete in entirety from “In those schools not affected...” to “Associate Superintendent of Instructional Services and the Federation.”
- c. Article VIII(B)(1): Amend 42 weeks to 43 weeks.
- i. Two professional development days may be used during the last week in August prior to the opening of school.
- d. Article VIII(B)(2): Change 42nd week to 43rd week.

Teaching Load and Assignments

Contract Provision: Article X

- I. Article X(A)**
Amend 240 to 255.
- II. Flexible Scheduling**
Insert a new provision regarding the implementation of flexible scheduling based on the learning needs of the student population at buildings.

Tentatively Agreed Upon Proposals, Pending Approval of this Package Proposal

Incorporated into this Package Proposal are all of the proposals and terms previously tentatively agreed to by the parties:

- District Proposal I, as countered by the BTF.
- District Proposal II(b)
- District Proposal IV(e)
- District Proposal V(a)(i) (section stating Remove (e))
- District Proposal VIII(a)(b)(f)
- District Proposal XVII(a)(6) and (f) (regarding Article XXIII(H)(I))
- District Counter Proposal to BTF #75
- BTF Proposal 27, as modified by the BTF on October 8, 2019
- BTF Proposal 29
- BTF Proposal 30, as modified by the District's Counter Proposal on October 17, 2019
- BTF Proposal 41
- BTF Proposal 48, as modified by the District's Counter Proposal on October 17, 2019
- BTF Proposal 70, as modified by District's Counter Proposal on October 17, 2019
- BTF Editorial 4
- Remove XXV(A) and (B) from CBA
- Remove XXVI(I) from CBA

Withdrawal of Remaining Proposals

All other proposals made by both the District and the BTF be withdrawn.

ADDENDUM B

District's September 1, 2022 Proposed Memorandum of Understanding

Memorandum of Understanding

The Buffalo City School District

And

The Buffalo Teachers Federation

Re: Transportation/Bell-Time MOU

This Memorandum of Understanding ("MOU"), dated and effective as of the last date executed below (the "Effective Date"), is by and between The Buffalo City School District (the "District") and The Buffalo Teachers Federation ("BTF"). The District and the BTF are referred to jointly as the Parties.

WHEREAS, the terms and conditions of employment for teachers are established in a Collective Bargaining Agreement ("CBA") between the parties dated October 17, 2016.

WHEREAS, during the 2021-2022 school year, the District experienced the impact of the national bus driver shortage that, despite the best efforts of the District to mitigate the issue, impacted its ability to get students to and from school in a timely, safe manner and impacted its ability to offer the wide array of programming our students need, such as after school programming.

WHEREAS, the District expects the national bus driver shortage to continue to impact its transportation programming during the 2022-2023 school year.

WHEREAS, in anticipation of this continued crisis, the Superintendent directed the convening of a Transportation Committee that included many stakeholders including District staff, community and parent leaders, and union leaders that met throughout the summer of 2022 to make recommendations to the Superintendent to address the crisis.

WHEREAS, one proposed solution from the Transportation Committee is the implementation of a three tiered bell time schedule that would reduce the need for up to 100 drivers and effectively solve the transportation crisis.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Parties mutually agree to the following amendment to Article VIII(A)(1): Modify the current language to delete "For the 2018-2019 school year (July 1, 2018 to June 30, 2019) only," such that the language will read "The District may change the starting and ending time at schools to accommodate saving on bus routes under the following conditions:
 - i. Teachers will be notified in writing of any such change on or before January 1st of the year in which the change will take effect (e.g. notice must be provided on or

before January 1, 2023 for a change to take effect for the 2023-2024 school year); For the 2022-2023 school year only, the District shall have the ability to make bell times changes during the school year provided it inform teachers with 30 days' notice of any proposed change in a school's bell time.

- ii. Upon notification of said changes, teachers at the affected schools will be placed at the top of the transfer list for the upcoming school year based on their seniority;
 - iii. For the 2022-2023 school year only, in the event that a change in bell schedule creates a legitimate hardship for a teacher, he/she may apply for a hardship transfer, which will not be unreasonably denied.
 - iv. The starting time shall begin no earlier than 7:30 a.m. and end no later than 4:45 p.m.”
2. The parties agree to amend lines 20 and 21 in Article VIII(A)(1) to state, “The starting time shall begin no earlier than 7:30am and end no later than 4:45pm.
 3. This agreement shall not be construed by either party as modifying the rights of the parties under the CBA between the parties, except as specifically set forth above, nor shall it constitute a precedent or practice with regard to any other matters.

For the District:

For the BTF:

Dr. Tonja Williams
Superintendent of Schools

Philip Rumore
President

Date

Date