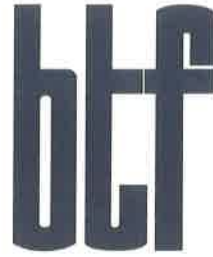


President PHILIP RUMORE



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July 22, 2020

MEMO TO: Buffalo Teachers
FROM: Philip Rumore, President, BTF
RE: COVID 19 – Legal and Other Protections

As you will note from our recent correspondence to the Superintendent and Board, we are very concerned with the lack of specific directions and procedures contained in their “Reopening Plan”. We understand that due to its length, some teachers had trouble receiving the memo. It took over three hours to post. Please check your spam folder first. The emails are posted on our website www.btfny.org – News & Alerts.

We included the critical concerns of all teachers. Some have asked – why submit so many individual concerns? We wanted to ensure that the District knew that it wasn’t, as some at the District always say, “Just a few people complaining”. We wanted the District to know that many teachers share concerns and that the District could not say “We didn’t know”. They now have them and the notes in their “document” to guide the formation of a real plan - one that ensures the safe education of our students, staff, parents and community.

We have also learned that there are no teachers on the following District Committees: Health & Safety, ENL, Special Education, and Transportation.

It was interesting to hear a Board member say, on the radio, that the District may have intentionally left the plan vague!

With two (2) weeks left? With committees established in June that only met twice for about an hour, with the last meeting being June 16, 2020? Really?

Regardless, we must work together to develop a plan that articulates not only what but how. Yes, it should have been developed in time for everyone to provide input; however, this is where we are now.

Once again, the District has teacher concerns and our questions on their “plan” on which to proceed. Let’s proceed. The safety, education and well-being of all is at hand.

As you have heard and seen me say many times, we cannot and will not accept any reopening procedures that risk the lives and safety of our students, teachers/staff, parents, and community.

Among the legal actions we can take are:

- Our contract, Article XI A, (p. 20) states “Teachers shall have safe and healthful conditions under which to carry out their professional duties.”
- Article XI E, (p. 21) - - “The Board agrees at all times to keep the school reasonably equipped and maintained.”
- Article I B, (p. 1-2) - - “The Board of Education and the Buffalo Teachers Federation agree that they shall give highest priority to the task of meeting their individual and joint responsibilities for making available to the children, youth and adults enrolled in the Buffalo Public Schools the finest educational programs possible.” (emphasis added)

Under the law, we have, in the past and will, if necessary, file a grievance(s) and go to court seeking an injunction preventing the District from violating these sections, as allowing them to be implemented would cause irreparable harm to students and teachers.

We have done so, in the past, with our grievance against the District attempting to unilaterally change our healthcare and when they cut teachers at City Honors to pay for teacher aides. (It would cause irreparable harm to students’ education.)

There are, of course, other areas of the State law we are investigating. Hopefully, we will not have to take said actions.

Please remember, you will vote to approve, or disapprove, of any Plan that the District plans to enact.

Individual Teacher Protections

Contract Provisions

Article XXXIV – B, C, (p. 86-87)

B – “Days allowed for absence due to injuries or illness suffered on school premises or in line of duty covered by Workers’ Compensation, subject to certification by a duly qualified physician as to duration of the disability, shall not be deducted from sick time allowance. In such circumstances, the Board will continue to pay the teacher’s regular pay and benefits for the period involved and the salary allowance paid the teacher under Workers’ Compensation will be assigned to the board as set forth below.

C – For teachers injured after January 1, 2017, where a teacher is unable to work due to a work-related illness or injury, other than one caused by an assault, the Board of Education shall continue the teacher's regular pay and benefits while the teacher is unable to work for a period of up to one (1) year."

National Legislation

Americans with Disabilities Act (ADA) - - This requires employers to make reasonable accommodations to minimize risk to employees, e.g. distance learning. This requires a doctor's verification. Some have suggested incorporating a time frame such as until a vaccine is readily available. We are working on this and will provide more information and a contact person.

Note: Some employers are asking employees, who are not seeking an accommodation, to provide health information. This cannot be done. If it happens, advise BTF.

Family Medical Leave Act (FMLA)

This provides unpaid leave to care for a parent, child, spouse who has a serious health condition.

FLMA – Emergency Expansion (Expires December 31, 2020)

This can be used to care for a son or daughter whose school or daycare is closed due to COVID 19.

However, the total leave is 12 weeks with ten (10) paid at two-thirds (2/3) of the regular pay with a \$200/day maximum. It can be used intermittently e.g., a couple hours/day or a couple of days per week.

Families First Coronavirus Response Act – (Expires December 31, 2020)

This is available if you are unable to work or telework for certain COVID-related reasons, including self-quarantine on the advice of a healthcare provider; caring for someone under self-quarantine on the advice of a medical provider; or caring for your child because their school or daycare is closed. The total amount is 80 hours of paid leave and it can be used before any other paid leave benefits you might have.

We are working with our State and National affiliates to obtain information for you. We want to be ready for any and all possible issues.

You have heard/seen me say "If you are responsible for taking or harming one person's life because of a decision you have made; you should have to explain that decision to that person's family."

In addition - - You can make up for the loss of education but you cannot restore a person's life.

Please stay well. Take no chances.

