

President's Report

By: Philip Rumore, President

June 2023

Congratulations to the newly-elected Richard Nigro and Melinda MacPherson-Sullivan, BTF President and Vice President and also to the newly-elected BTF Executive Committee members.

With Buffalo teachers' continued solidarity and support, all challenges and obstacles will continue to be overcome.

Of that, there is no doubt.

Why?

Because there are no more committed, unified and caring teachers anywhere... yes, anywhere!

You are the best... No the very best.

- Phil

RETRO/BACK PAY

We have been advised that teachers will receive their retro checks on June 23, 2023.

We will work with the District to resolve any issues.

TEACHER TRANSFERS

As per our previous correspondence, transfers will be available to all teachers since the schedules at all schools have changed. ([Click Here](#))

The District has agreed to a BTF Memorandum of Understanding (MOU) relating to part-time positions.

The MOU clarifies how part-time positions are handled.

If there is more than one part-time teacher in the same tenure area at the school and a full-time position is created, the part-time teacher with the greatest seniority shall have the contractual right to the full-time position.

If a portion of a full-time position [an itinerant position], eg. a teacher teaching .4 at one school and a .6 at another school, is increased to a full-time position at one or both of those schools, the contract or probationary teacher in that tenure area serving in one of those part-time positions shall have the contractual right to move to the new full-time position or if both are increased to full-time, the teacher will have the contractual right to the full-time position at the school of their choice.

If a part-time and a full-time position exist at a school and the full-time position becomes vacant, the contract or probationary teacher filling the part-time position does not have an automatic contractual right

to move to that full-time position. The position is considered a vacancy and must be filled by a teacher on the transfer list or as otherwise specified in the CBA.

If a full time position is cut to a .8, but is paired with a .2 position the teacher who was previously full-time shall have first refusal rights for the newly created itinerant position or be placed on the transfer list.

In addition, the following has been agreed to allow some part-time teachers to remain in a school in which they have been teaching to provide continuity. If there are no problems, we will meet to extend it:

NOW THEREFORE, it is agreed as follows:

If a portion of a full-time position [an itinerant position] at a building is increased or decreased by no more than .33 (two days), the contract or probationary teacher in that tenure area serving in that part-time position shall have the contractual right to the new position, or may choose to be placed on the transfer list.

If an itinerant teacher has two positions that are increased or decreased by no more than .33 (two days), the teacher shall have the contractual right to the increased or reduced position of their choice, or may choose to be placed on the transfer list.

If an itinerant teacher is paired as a .8 and .2 and the .2 pairing for the subsequent school year changes, the teacher shall have right of first refusal to remain in the .8 position with a new .2 pairing.

Transfers must be as per the contract, Article XIV, pg. 30-33.

TEACHERS WORKING BEYOND FORTY-TWO (42) WEEKS

Article VIII B. (2), pg. 14 states, “Teachers requested to return to school beyond the 42nd week as defined above, for services related to the regular school program shall be paid for each working day of four or more clock hours at 1/200th of their annual salary; those teachers who work less than four clock hours per day shall be paid at the prevailing hourly rate. However, teachers may be required to return to complete their customary duties and records.

For example, if you are requested to help change rooms, etc., this article applies. If there are problems, apply and contact your LRS. ([Click Here](#))

UNEMPLOYMENT INSURANCE

If you believe that you might not have a position in September, you should apply for unemployment insurance. Please remember that temporary teachers should be rehired each year by the Board if positions are available. Some temporary teachers, in previous summers, have received a certified letter from the District that indicates, in part, that it expects to be able to employ you next year. This letter is sometimes referred to as a “reasonable assurance letter”.

In the past, this letter has been used by the District in an attempt to prevent temporary teachers, who might be eligible for unemployment insurance, from receiving unemployment benefits. If you receive such a letter, and believe you will probably not be rehired, fax a copy to BTF at 881-6678.

If you apply for unemployment compensation benefits, believe you are eligible, and are turned down, appeal the determination, ask for a hearing and continue to report. List the BTF as your representative. Call us when you receive notice of a hearing date.

If you receive benefits and you are subsequently found to be ineligible, benefits are not recoverable unless you withheld information. A question asked is “Have you received any verbal or written POSSIBILITY of a job in September?” If you have received the “reasonable assurance letter” and you answer the question with a “no”, you are considered to be withholding information. Also, you will be withholding information if you subsequently receive the “reasonable assurance letter” and do not report this fact to the Unemployment Office. If you have additional questions, please call your Labor Relations Specialist at the BTF.

TEMPORARY TEACHER SUMMER BC/BS

Temporary teachers who worked at least 100 days, are on the payroll on the last day of school and who have not been terminated based on an evaluation, are entitled to health coverage during the summer “lay-off”.

HEALTHCARE LAID-OFF TEACHERS

If you receive a termination notice from your health care provider, contact your LRS so that we can determine your status. In any event, all temporary teachers continue to be covered by the SBF during the summer months for SBF dental, optical, and prescription benefits. As always, SBF forms must be completed for reimbursement.

Contract and probationary teachers who are laid off, but are subsequently rehired, are entitled to be reimbursed for health care benefits during the time of layoff. (See Article XXVI (2) Section A(8) on page 71, lines 39-42 of your contract.)

ATTENTION TEMPORARY TEACHERS

Temporary teachers who have lost pay during this school year due to lack of sick days are reminded that you may apply to use any sick time you have since accumulated to obtain pay for those days. You must submit a written request to the Payroll Department.

SUMMER OFFICE HOURS

Once again this summer, BTF will open from 9:00 a.m. to 4:00 p.m. Any changes will be emailed to you. Keep up-to-date via the BTF website, www.btfny.org. As always, you can contact your LRS. ([Click Here](#))

SOLIDARITY

AS A DEMONSTRATION OF CONTINUED SOLIDARITY, WE ARE ASKING ALL TEACHERS TO WEAR THEIR BTF SHIRTS AND/OR SOLIDARITY PINS/MASKS STICKERS ON THE LAST DAY OF SCHOOL June 23, 2023.

EMAIL REQUEST

The BTF is looking to update our personal e-mail list. Please e-mail dstempniak@btfny.org with your personal e-mail address. There will be periodic updates on significant issues during the summer and you don't want to miss them. BTF does not communicate using your BPS e-mail address.

SUMMER REMINDER

WHEN SOMEONE ASKS YOU HOW YOU ARE ENJOYING YOUR “SUMMER VACATION”, REMIND THEM THAT THE CHILDREN ARE ON “SUMMER VACATION” - TEACHERS ARE

LAI D OFF. NOT ENOUGH PEOPLE KNOW IT IS NOT A PAID VACATION FOR TEACHERS IN THE SUMMER, BUT RATHER TWO MONTHS WITHOUT PAY. LET US CONTINUE USING THE TERM SUMMER "LAY-OFF" AND MAYBE THEY WILL GET THE MESSAGE.