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President, PHILIP RUMORE

October 19, 2016

MEMO TO: All Buffalo Teachers
FROM: Philip Rumore, President, BTF
RE: Contract Overview

While no contract ever provides everything every person wants, we believe our new contract addresses major shortfalls in the 1999-2004 contract and defeats some of the serious assaults on us.

There would be no contract without your demonstration of solidarity. As you know, there were some on the Board intent on breaking our union, including forcing us to continue negotiating for years and engaging in an illegal action.

The entire contract and salary schedule was emailed to all teachers. It is also on our website ([www.btfny.org/news & alerts](http://www.btfny.org/news&alerts)).

In summary:

SALARY

- The contract provides across the board salary increases as follows:
 - Effective September 1, 2016 and retro-active to that date.
 - 10% (This includes Adult Day Education School teachers)
 - Newly hired teachers will be placed on Step 2. Teachers currently on Step 1 will be moved to Step 2. Payment will be retroactive.
 - Effective July 1, 2017
 - 2% (This includes Adult Day Education School teachers)
 - New steps at 20 and 22 will be added eliminating the requirement for teachers to remain on Step 19 and 21 for two years.
 - Newly hired teacher will be placed on Step 2.
 - Effective July 1, 2018
 - 2% (This includes Adult Day School teachers)
 - New steps at 16 and 18 will be added eliminating requirement for teachers to remain on Steps 15 and 17 for two years.
 - Newly hired teachers will be placed on Step 2.

Note: The removal of the steps was also intended to partially compensate teachers who lost steps as a result of the wage freeze.

- Upon ratification (October 17, 2016), all other compensation will be increased by the same percentages (10%, 2%, 2%), e.g. yearbook, clubs, coaches, after school programs, home instruction, etc.
- Within sixty (60) days, teachers employed on or after July 1, 2016 who were not terminated for cause, resigned or retired (retirees are covered in another section), will receive the following in a separate check.
 - Steps 1-9 \$2,000
 - Steps 10-15 \$5,000
 - Steps 16-19 \$6,000

- Steps 20-21 \$7,000
- Steps 22-26 \$8,000
- Steps 27 + \$9,000

NOTE: Now that we have removed the “hold steps”, and improved salaries, we will begin to “compress” the salary schedule, i.e. reduce the number of steps to reach maximum.

This stipend was developed to provide increased payments for those who missed steps and who worked the longest under the old contract.

Payments will be in a separate check.

Teachers may have this deposited into their TSAs subject to IRS limits.

- Mileage will now be reimbursed at the prevailing IRS rates.
- Teachers who retired between July 1, 2007 and October 17, 2016 will receive \$2,500. The reason that payment cannot be before July 1, 2007 is that the three years prior were covered by the wage freeze. Law prevents any such payments prior to that date.

HEALTHCARE

- Active teachers
 - Teachers will contribute the following towards health insurance:
 - 2016-2017 - \$500/Single \$1,100/Family
 - 2017-2018 - \$550/Single \$1,300/Family
 - 2018-2019 - \$600/Single \$1,500/Family

Said payments will be made in full or equally by payroll deduction from full two week paycheck. The logistics of the payments are being worked out. Salaries and healthcare payments are all retroactive to September 1, 2016.

Note: The District healthcare costs for August 2015 (That’s over one (1) year ago. They are higher now.) were:

		<i>District Monthly Rate</i>	<i>District Annual Rate</i>	<i>If 10%</i>	<i>BTF Agreement 2016-2017</i>
Plan A	Single	\$710.29	\$8,523.48	\$852.00	\$500.00 - 6%
	Family	\$1,574.46	\$18,893.52	\$1,889.00	\$1,100.00 - 6%
Plan B	Single	\$546.8	\$6,562.44	\$656.00	\$500.00 - 7.6%
	Family	\$1,512.53	\$18,150.36	\$1,815.00	\$1,100.00 - 6.1%
Plan C	Single	\$571.91	\$6,862.92	\$686.00	\$500.00 - 7.3%
	Family	\$1,580.23	\$18,962.76	\$1,896.00	\$1,100.00 - 5.8%
Plan D	Single	\$566.60	\$6,799.20	\$679.00	\$500.00 - 7.4%
	Family	\$1,565.43	\$18,785.16	\$1,878.00	\$1,100.00 - 5.9%

The proposed District 10% costs as well as the negotiated first year teacher costs and percentages are included in the chart.

We know the rates the District has paid will continue to increase. That is why we only agreed to pay a dollar amount.

- Copayments after February 1, 2017:
 - Office Visits - \$15
 - Prescription Co-Pay - \$10/\$25 (The District wanted \$10/\$25/\$40)
- Cosmetic Surgery Rider Eliminated February 17, 2017. Teachers can change to the Cosmetic Surgery Rider Plan during open enrollment. The change is effective January 1, 2017. The elimination date is February 17, 2017.

- The District wanted a perfect attendance section, i.e. pregnant teachers, teachers in accidents, with colds from students, teachers out for religious observations, etc. could not be eligible.

RETIREES

- Healthcare
 - New retirees will contribute the following towards healthcare upon retirement:

▪ Teachers who Retire Before July 1, 2017	Same as Current Contract
▪ July 1, 2017 - June 30, 2018	\$600/Single \$1,350/Family
▪ On or After July 1, 2018	\$650/Single \$1,500/Family
 - After July 1, 2017, teachers who qualify, have Medicare Advantage as a health insurance option.
- Page 73, Article XXVI (2) (A) (15): In order to assist the District in filling vacancies in a timely manner with qualified individuals, teachers shall be required to provide sixty (60) calendar days' notice of retirement in order to receive a \$500.00 payment. Exceptions to this requirement must be agreed to by both the BTF and the Superintendent or his/her designee. If the parties are unable to agree to an exception, the first three steps of the grievance procedure may be utilized.
- Teachers who retired between July 1, 2007 and October 17, 2016 will receive \$2,500. The reason that payment cannot be before July 1, 2007 is that the three years prior were covered by the wage freeze. Law prevents any such payments prior to that date.

NOTE: The District was demanding that retirees must give ninety (90) days irrevocable notice of retirement or lose payment for sick days and the early retirement incentive. These benefits remain unchanged in the contract.

- **SPECIAL NOTE TO RETIREES: TEACHERS WILL CONTINUE TO BE ENTITLED TO RECEIVE THE SAME HEALTHCARE BENEFITS AS THOSE THEY WERE ENTITLED TO UPON RETIREMENT.**

SUPPLEMENTAL BENEFIT FUND (SBF)

- The SBF will receive a onetime \$350,000 payment.
- District contributions will increase on:
 - November 1, 2016 from \$525 to \$550.
 - July 1, 2017 from \$550 to \$575.
 - July 1, 2018 from \$575 to \$600.

Most of the \$350,000 will be placed in our reserves on which we generate income as the District contribution does not cover our costs.

The increase will be used to increase SBF benefits starting September 1, 2017.

FACULTY MEETINGS

- Faculty meetings can only be changed from being scheduled afterschool to before school or a combination of each by a majority vote of the faculty.

NOTE: The District wanted the principal to decide.

WORKERS COMPENSATION

- Except for teachers injured as a result of an assault, teachers injured after January 1, 2017 and unable to work will receive pay and benefits for one (1) year. (It is currently two (2) years.)

NOTE: The District also wanted to reduce workers compensation for teachers injured as the result of some assaults from five (5) to three (3) years.

We pointed out that their data showed that most of the assaults were the result of teachers breaking up a student fight.

They also said we have the greatest number of workers compensation days of all other Districts!

They were informed that teachers in Williamsville, Amherst, etc. don't have to break up as many (if any) fights as we do.

CLASS SIZE OVERAGE

- Prior to BEDS day, students who never reported to a teacher's class are not counted. After BEDS day a student on a teacher's register is counted until the student is removed from the teachers class list.

VOCATIONAL/TECHNICAL TEACHERS

- Where scheduling permits, in those vocational and technical schools/programs having an eight (8), or more, period day, vocational/technical teachers shall have one (1) unassigned maintenance period per day with no students assigned.

SCHOOL YEAR/DAY

- For the July 1, 2018 - June 30, 2019 school year only, the District may change the starting and ending times at schools to save money on bussing under the following conditions.
 - Teachers will be notified in writing of any such change on or before January 1, 2018.
 - 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 upon their seniority.
 - Unless agreed to by the faculty of the affected schools, no other changes within the starting and ending times will occur.
 - Starting and/or ending time changes will be no more than one (1) hour.
 - The starting time shall begin no earlier than 7:50 a.m. and end no later than 4:05 p.m.
- Article VIII B (1) - After the word "required" on page 14, line 34, insert:
 - Effective July 1, 2017 teachers shall work a maximum of 188 days commencing no earlier than September 1st. Two of the 188 days shall be used for professional development prior to the opening or at the end of the school year. **One of the 188 days immediately prior to the opening of school will be duty free for teachers to set up their classrooms.**

Note: There is still a forty-two (42) consecutive week limit on the school year.

- Effective September 1, 2017, Article VIII A (1) line 33, change six (6) hours and fifty (50) minutes to seven (7) hours and fifteen (15) minutes. The twenty-five (25) additional minutes will be added at the end of the day. The starting time shall begin no earlier than 7:50 a.m. and end no later than 4:05 p.m.

As you know, the District was demanding 40 minutes and was demanding personal days be decreased from 5-3 days.

COMMITTEES

- Athletic Programs - A committee consisting of five (5) teachers selected by the BTF and five (5) administrators selected by the superintendent will be convened to explore initiatives that will improve the Buffalo Public Schools athletic programs.

Said committee will present its recommendations to the Superintendent and the Buffalo Teachers Federation President no later than June 1, 2017.

Any recommendations that would require a change to the collective bargaining agreement by either the BTF and/or District will be submitted to the parties, for their agreement.

- Class Sizes - Over the course of the past two school years, the Board of Education has directed funds to reduce the class sizes in the early elementary grades. A committee comprised of six (6) members, three (3) will be appointed by the Federation and three (3) will be appointed by the Superintendent to further study the issue of class size and make recommendations to the Board of Education no later than October 1, 2017 regarding the reduction of class sizes in the upper elementary and secondary grades.

PREVIOUSLY AGREED UPON ISSUES INCLUDED IN SETTLEMENT (PG. 5-13)

- Page 5, Date Contract Signed

- Page 6, Remove obsolete desegregation language
- Page 7, Clarifies that the Building Committee and two (2) senior Delegates (as opposed to newly (June) elected Delegates), cannot be involuntarily transfer as a result of a reduction in force (cut in positions) since they are the ones who fought the battles that school year. Some principals attempt to find ways to remove Building Committee members and Delegates for sticking up for the faculty. We cannot let that happen.
- Page 8, Lets the Teacher Center Policy Board (a majority of teachers) make hiring decisions.
- Page 9, Eliminates the requirement for payphones (yes, payphones) and provides a phone that ensures privacy for private or confidential matters, e.g. a teacher should not have to use her/his cell phone to call a parent with their number being seen by the recipient of the caller.
- Page 10 & 11, Approves a reimbursement form to be used if a carrier increases co-pays beyond the contractual limits. The contract states the co-pay maximums. If the doctor or insurance company increases the co-pay beyond the contractual limit, the District must reimburse the teacher for the difference.
- Page 12, There will no longer be an involuntary transfer list and a voluntary transfer list. Teachers will be on one list based upon their seniority.
- Page 13, See included retiree information.

LITIGATION

- BTF and the District drop Improper Practice charges relating to these negotiations.
- BTF drops single carrier litigation.
- The District wanted all past grievances dropped.

This is an overview that attempts to group the sections to make it easier to understand.

If you have any questions, please call.

PR:su

[Salary Schedule](#)

[Q & A for Upcoming Retirees](#)