

# BUFFALO TEACHERS FEDERATION



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**FOR IMMEDIATE RELEASE**

**August 20, 2013**

**Buffalo Teacher's Salary  
\$20,000  
Below Other Teachers**



BTF President Philip Rumore today released data that showed that, on average, Buffalo teachers are \$20,000 behind their counterparts in other districts who have the same credentials and years of services.

Rumore displayed charts that demonstrated that Buffalo teachers are, in some cases, as much as \$45,500 behind the other Western New York and Big 5 City School districts.

"Buffalo teachers' with the same years of service and academic credentials have salaries that are approximately \$20,000/year behind their colleagues in surrounding districts and the Big 5. Buffalo teachers will, of course, continue to be thousands of dollars behind their colleagues as their colleagues continue to receive their well-deserved raises," Rumore stated.

Rumore also pointed out:

- As a result, the lifetime earnings of active Buffalo teachers are, obviously, severely impacted. The \$20,000 per year difference between Buffalo teachers and their colleagues results in \$600,000, i.e.  $\$20,000 \times 30 \text{ yrs.} = \$600,000$  less in lifetime earnings.
- In addition, the lifetime retirement earnings of a Buffalo teacher who is making \$20,000/yr. less than their colleagues in other districts would be approximately \$10,000 or more/yr. less than their colleagues. This assumes a teacher retired with 25 years of service (50% of \$20,000).
- You will also note that not only are Buffalo teachers, on average, \$20,000 behind their colleagues but also it takes Buffalo teachers 27 years to reach maximum salary; whereas, the average in other districts is approximately 21 years.

Rumore further pointed out that, in addition, as a result of the District's actions, teachers whose salaries were frozen for 4 years, are 4 "steps" behind their correct placement; therefore, they will lose approximately \$81,805. Further, a teacher hired from another district with 8 years of service elsewhere is placed 4 steps ahead of a Buffalo teacher with the same years of service and who on top of that had their salary frozen for 4 years. (See Appendix A)

"The teachers in these other districts deserve every penny of the salaries they receive; however, Buffalo teachers deserve to be paid what our colleagues receive." Rumore stated.

Rumore also instructed its attorney to immediately proceed with its contempt proceedings against the District for not returning to multiple health care carriers as was ordered by an arbitration decision that was upheld by the NYS Court of Appeals.

The District was found guilty of violating the contract between it and the teachers when it went from three (3) carriers (Independent Health, Univara and BC/BS) to a single carriers (BC/BS).

The BTF had held the litigation in abeyance to give the District a chance to settle the matter in negotiations.

The BTF has indicated that it will agree to the use of a single carrier as part of a new contract.

news release



## BUFFALO TEACHER'S SALARIES \$20,000 BEHIND OTHER DISTRICTS

School District	BA (MAX)	Years of Service to Reach Max	Buffalo Salary for Equal Years of Service	Amount Buffalo Teachers Are Behind	MS (Max)	Years of Service to Reach Max	Buffalo Salary for Equal Years of Service	Amount Buffalo Teachers Are Behind
Buffalo	\$68,357	27	N/A	N/A	\$74,657	27	N/A	N/A
Akron	\$77,200	20	\$58,487	\$18,713	\$88,500	20	\$64,787	\$23,713
Alden	\$81,000	21	\$60,132	\$20,868	\$90,500	21	\$66,432	\$24,068
Amherst	\$83,784	24	\$63,422	\$20,362	\$91,421	24	\$69,722	\$21,699
Cheektowaga	\$84,565	21	\$60,132	\$24,433	\$86,565	21	\$66,432	\$20,133
Clarence	\$87,975	19	\$58,487	\$29,488	\$90,085	21	\$66,432	\$23,653
Cleveland Hill	\$36,390	5	\$39,477	-\$3,087	\$83,091	24	\$69,722	\$13,369
Depew	\$80,849	26	\$66,712	\$14,137	\$91,590	26	\$73,012	\$18,578
East Aurora	\$77,325	20	\$58,487	\$18,838	\$84,600	20	\$64,787	\$19,813
Eden	\$76,000	20	\$58,487	\$17,513	\$81,000	20	\$64,787	\$16,213
Frontier	\$74,315	19	\$58,487	\$15,828	\$87,240	19	\$64,787	\$22,453
Grand Island	\$43,967	5	\$39,477	\$4,490	\$85,130	20	\$64,787	\$20,343
Hamburg	\$75,335	19	\$58,487	\$16,848	\$84,000	19	\$64,787	\$19,213
Holland	\$80,500	30	\$68,357	\$12,143	\$83,500	30	\$74,657	\$8,843
Iroquois	\$78,000	30	\$68,357	\$9,643	\$90,950	25	\$71,367	\$19,583
Kenmore	\$82,235	21	\$60,132	\$22,103	\$90,335	21	\$66,432	\$23,903
Lackawanna	\$91,349	25	\$65,067	\$26,282	\$97,666	25	\$71,367	\$26,299

## BUFFALO TEACHER'S SALARIES \$20,000 BEHIND OTHER DISTRICTS

School District	BA (MAX)	Years of Service to Reach Max	Buffalo Salary for Equal Years of Service	Amount Buffalo Teachers Are Behind	MS (Max)	Years of Service to Reach Max	Buffalo Salary for Equal Years of Service	Amount Buffalo Teachers Are Behind
Lake Shore	\$80,000	27	\$68,357	\$11,643	\$87,000	27	\$74,657	\$12,343
Lancaster	\$75,667	22	\$60,132	\$15,535	\$88,500	21	\$66,432	\$22,068
Maryvale	\$78,322	19	\$58,487	\$19,835	\$83,322	19	\$64,787	\$18,535
Orchard Park	\$82,300	22	\$60,132	\$22,168	\$90,910	20	\$64,787	\$26,123
Sloan (Cheektowaga)	\$85,836	17	\$56,842	\$28,994	\$88,036	17	\$63,142	\$24,894
Springville	\$78,444	24	\$63,422	\$15,022	\$86,361	24	\$69,722	\$16,639
Sweet Home	\$81,914	21	\$60,132	\$21,782	\$97,031	21	\$66,432	\$30,599
Tonawanda	\$71,927	25	\$65,067	\$6,860	\$86,289	25	\$71,367	\$14,922
West Seneca	\$76,511	15	\$55,197	\$21,314	\$86,775	15	\$61,497	\$25,278
Williamsville	\$48,450	5	\$39,477	\$8,973	\$89,550	16	\$61,497	\$28,053
Niagara Falls	\$74,930	17	\$56,842	\$18,088	\$78,847	17	\$63,142	\$15,705
Albany	\$96,602	30	\$68,357	\$28,245	\$98,602	30	\$74,657	\$23,945
Rochester*	N/A	N/A	N/A	N/A	\$95,237	35	\$74,657	\$20,580
Syracuse	\$72,200	25	\$65,067	\$7,133	\$73,450	25	\$71,367	\$2,083
Yonkers	\$104,477	31	\$68,357	\$36,120	\$120,196	31	\$74,657	\$45,539
UFT**	\$88,258	22	\$60,132	\$28,126	\$94,153	22	\$66,432	\$27,721

\*Single Salary Schedule using benchmarking methodology which is not compatible to other schedules

\*\* UFT Working Under 2008-2009 Salary Schedule

Based Upon NYSUT Salary Information

freeze” provisions, those contractually-required step increases had not “accrued” during the “freeze” period, with the result that on the lifting of the “freeze” those step increases were *not* due to be “restored to the employees’ pay” at all.

To put this sea change in the BFSA’s legal position in concrete terms by way of an example provided by the unions in the Rule 60(b) proceedings below “and undisputed by Defendants,” see Decision and Order, at 4 (JA \_\_\_): Under the BFSA’s statement to this Court on the legal meaning and effect of the BFSA Act’s “wage freeze” provisions, teachers with an MA degree who were at Step 5 of the salary schedule in the BTF contract with the School District at the time of the “wage freeze,” and who continued to work for the School District as teachers for each of the three school years covered by the “freeze,” would have the three separate step increases provided for under the BTF contract restored to their pay upon the lifting of the “freeze”—thus placing them at Step 8 of the salary schedule in light of their three years of service during the “freeze” period—with the result that at the start of the ensuing school year, those teachers would be advanced to Step 9 on the salary schedule and be paid a salary of \$50,712 for that ensuing school year.<sup>2</sup>

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<sup>2</sup> In the court below, the unions submitted the Declaration of BTF President Philip Rumore (“Rumore Decl.”) in support of their Rule 60(b)(6) motion. That Rumore Declaration included, as attachments, a copy of the salary schedule in the BTF contract, see (JA \_\_\_), as well as a copy of Article XXV(C) of the BTF contract which governs the proper placement of a teacher on that salary schedule, see (JA

But contrary to its stated position in this Court on the legal meaning and effect of the BFSA Act’s “wage freeze” provisions, the BFSA, in acting to lift the “freeze,” did not mandate or otherwise provide for the restoration of the three separate step increases that those teachers were contractually entitled to. Rather, under the BFSA Resolution lifting the “freeze,” those teachers were placed at Step 5 of the salary schedule on and after the date (July 1, 2007) the “freeze” was lifted—as if they had not provided any additional years of service to the School District during the “freeze” period—with the result that at the start of the ensuing school year, those teachers were advanced to Step 6 on the salary schedule (rather than to Step 9) and were only to be paid a Step 6 salary of \$45,777 (rather than a Step 9 salary of \$50,712) for that ensuing school year. See Rumore Decl. ¶¶ 4-5 (JA \_\_).

Thus, the immediate impact on Step 5 teachers of the BFSA’s changed legal position was an immediate and permanent loss of approximately \$5,000 in pay for the ensuing school year.<sup>3</sup> But assuming that such a Step 5 teacher continues to

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\_\_). Article XXV(C) provides, in pertinent part, that “[t]eachers with appropriate public or private school teaching experience shall be placed on the appropriate salary step based on successful years of such experience,” with “[a] year of teaching experience” being defined to “include a minimum of one hundred sixty (160) days of service during a school year or calendar year.” See (*id.* \_\_\_\_\_).

<sup>3</sup> As in the court below, we are using the example of a Step 5 teacher for illustrative purposes only; teachers at the various other steps of the salary schedule were denied a comparable amount in contractually-required step increases as an

work for the School District through the last step (Step 27) in the BTF salary schedule, and further assuming no contractually-agreed-upon adjustments to that salary schedule and/or across-the-board changes in base salary levels during the period of the Step 5 teacher's subsequent employment with the School District, the total, permanent out-of-pocket loss to the teacher under the BFSA's changed legal position would be \$81,705. See Rumore Decl. ¶ 6 & Attachment 2 (JA \_\_).

2. Promptly after the BFSA lifted the "wage freeze" on this basis in July of 2007, the BTF and other adversely affected school district unions brought a declaratory judgment action in New York state court seeking a declaration that the BFSA's new legal position on the meaning and effect of the BFSA Act's "wage freeze" provisions was, as a matter of state law, an erroneous construction of the state statute. That declaratory judgment action was consolidated for decisional purposes with two other actions presenting the same state law issue of statutory construction brought by the police and fire unions, respectively.

In that declaratory judgment action, the New York trial court held that the BFSA's new legal position was, as the unions had argued, an erroneous construction of the state statute. And, in this regard, the trial court ruled that the teachers and other school district employees who had worked for the School

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immediate consequence of the BFSA's change in legal position. See Rumore Decl., Attachment 1 (JA \_\_).