STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

BUFFALO TEACHERS FEDERATION,

Charging Party,

-and-

CASE NO. U-34445

CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO,

Respondent.

In the Matter of

CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO,

Charging Party,

-and-

CASE NO. U-34462

BUFFALO TEACHERS FEDERATION,

Respondent.

RICHARD E. CASAGRANDE, GENERAL COUNSEL (TIMOTHY CONNICK of counsel), for BUFFALO TEACHERS FEDERATION

BOND, SCHOENECK & KING, PLLC (TERRY O'NEIL and BETHANY A. CENTRONE of counsel), for CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO

DECISION OF ADMINISTRATIVE LAW JUDGE

DISCUSSION

Duty To Bargain In Good Faith

Both parties have alleged that the other has violated its duty of good faith in regard to the negotiations for a successor collective bargaining agreement to the one which expired in 2004. The charges stem, in part at least, from both parties' frustration over the inability to reach a mutually acceptable agreement over an 11 year period.

The Board early on set forth some basic considerations concerning the duty to negotiate in good faith in *Town of Southampton*, 2 PERB ¶ 3011, 3274 (1969), holding:

> [w]e find that, basically, the duty to negotiate in good faith means that both parties approach the negotiating table with a sincere desire to reach an agreement. Thus, essentially good faith is a matter of intention. Objectively, intent can be determined only by the actor's word and deeds; and where there is a variance between the two, experience would dictate that greater reliance be placed on the latter. Thus, whether one had approached the negotiating table with a sincere desire to reach agreement can only be determined by this overall conduct in this regard. This determination should not be made on the basis of an isolated act during the course of negotiations, but should be based on the totality of a party's conduct.

As further explained by the ALJ in *State of New York*, 5 PERB ¶ 4523, 4603 (1972):

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[90] Joint Ex 9, pp. 19-20.

> good faith in general is defined as a sincere desire to conclude a bilaterally negotiated agreement with the other party. The measure of a party's sincerity is usually its willingness to exchange proposals, to discuss the issues, to explain the rationale of its negotiating position upon request, and to accommodate the idea of compromise. . . . An employer no more than an employee organization, need abandon positions earnestly held and instead adopt the other party's to demonstrate good faith; he need only hold himself open to the possibility by giving ear and thought to the other's proposals. Furthermore, as this Board has previously held, it is not its function as a general rule "to evaluate the merits of a negotiating proposal as to whether it is too little or too much." (Footnote omitted.)

Where parties are unable to reach agreement despite good faith efforts, § 209.3 of the Act provides impasse resolution procedures whereby PERB may provide mediation assistance and, where mediation is unsuccessful, a fact finder may be appointed. Where the impasse is not resolved at fact-finding,

> [PERB] shall have the power to take whatever steps it deems appropriate to resolve the dispute, including (i) the making of recommendations after giving due consideration to the findings of fact and recommendations of such fact-finding board, but no further fact-finding board shall be appointed and (ii) upon the request of the parties, assistance in providing for voluntary arbitration;[91]

> where the public employer is a school district, . . . (i) [PERB] may afford the parties an opportunity to explain their positions with respect to the report of the fact-finding board at a meeting at which the legislative body, or a duly authorized committee thereof, may be present; (ii) thereafter, the legislative body may take such action as is necessary and appropriate to reach an agreement. [PERB] may provide such assistance as may be appropriate.[92]

Generally, where the parties have been unable to resolve the dispute after fact-finding, PERB has considered the appropriateness of the appointment of a conciliator to mediate a settlement based on the fact finder's report and recommendations. This is particularly so in regard to school districts, where there is no option available to the

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[91] Act, § 209.3(d).
[92] Act, § 209.3(f).

parties other than continuing to negotiate until an "agreement" is reached.[93]

Throughout this process, the parties have a continuing obligation to bargain in good faith. In assessing allegations of bad faith stemming from changes in bargaining demands, including new or regressive demands, such inquiry must include consideration of the stage of the negotiations that the parties have reached.[94] From the point of declaration of impasse and through the stages of the conciliation process, each party has an obligation to attempt to reduce the issues in dispute and act in good faith to move toward agreement. Prior to fact-finding, the question of whether the submission of regressive or new demands violates the duty of good faith is based on an analysis of the totality of the circumstances, and the existence of any evidence of an intention to frustrate the bargaining process.[95] Once parties have reached the stage of fact-finding, however, it is well established that the introduction of new subjects into negotiations is improper.[96] Such actions expand, rather than narrow, the issues to be

NOTE: Underlining by BTF

[93] *Id.* School districts and other educational institutions do not have the ability under the Act to unilaterally resolve the dispute after fact-finding through a process of public hearing and action by its legislative body, as do other public employers.

[94] *Chateaugay Central Sch Dist,* 19 PERB ¶ 4566, 4643 (1986) (subsequent history omitted).

[95] *Draper Teachers Assn*, 18 PERB ¶ 3027 (1985); *Merrick Union Free Sch Dist*, 17 PERB ¶ 3006 (1984); *Odessa-Montour Cent Sch Dist,* 28 PERB ¶ 4572 (1995). New proposals raised during mediation are not necessarily improper. *Village of Wappingers Falls,* 40 PERB ¶ 3020 (2007).

[96] *Schenectady Comm College Faculty Assn*, 6 PERB ¶ 3027, *affg* 6 PERB ¶ 4503 (1973) (introduction of new proposals at fact-finding which have not been presented or discussed in negotiations violates the Act); *Uniondale Administrators' Assn*, 20 PERB ¶ 4634 (1987) (presentation of new or revised salary proposal to the fact finder violated the Act); *Village of Pelham Manor*, 10 PERB ¶ 4510 (1977) (introduction of new proposals at fact-finding following change of negotiator improper); *Florida Teachers Assn*, 15 PERB ¶ 4513 (1982) (raising of new matter at fact-finding improper); *McGraw Faculty Assn*, 34 PERB ¶ 4558 (2001) (submission of new items at fact-finding improper); *Village of Wappingers Falls*, 40 PERB ¶ 3020 (reaffirming the holding in *Schenectady Comm College Faculty Assn*, 6 PERB ¶ 3027).

resolved and frustrate the impasse processes as well as efforts to reach agreement.[97] Thus, after fact-finding, during the final stages of the impasse procedures, a party's attempt to regress in its position or to expand the issues to be negotiated is detrimental to the process, and violates the party's continuing obligation to work to reach resolution of the dispute in good faith.

BTF Allegations

In this matter, the BTF alleges that the District engaged in bad faith bargaining when it included expanded, new and regressive proposals in its package presented on June 16, 2015, a date after the fact finder appointed by PERB had held a hearing and issued his report and recommendations.

In assessing the BTF's allegation, the District's last negotiations position was its 2011 package proposal, as modified as to wages and health insurance contribution at fact-finding,[98] and that position is the benchmark from which the challenged 2015 proposal is compared. To the extent that the BTF has compared the 2015 proposal to the District's 2009 proposal in arguing the merits of its charge, such information is considered solely for purposes of examining the history of these negotiations. Since the parties were package bargaining, the District's 2009 proposal was withdrawn by its terms when rejected by the BTF, and replaced with the 2011 proposal.[99]

An examination of the negotiations history, as more fully set forth in the above

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[97] *McGraw Faculty Assn*, 34 PERB ¶ 4558; *Village of Wappingers Falls*, 40 PERB ¶ 3020.

[98] The District's submission to the fact finder on July 28, 2016, and its fact-finding brief made clear that it had modified its position as to wages and health insurance, to adopt the terms recommended by the mediator. Joint Ex 8.

[99] That 2011 proposal was also withdrawn when rejected by the BTF, but its terms are relevant for purposes of assessing the merits of this charge.

facts, reveals that both parties had put forth numerous negotiations proposals over the years, and that bargaining had been delayed primarily due to the pending litigation over the wage freeze imposed by the Buffalo Fiscal Stability Authority. In July 2011, after the Court of Appeals ruled on that matter in the District's favor, the District offered a three year agreement beginning September 2010 with a 7% salary increase plus a bonus, worth $22 million in wage increases.[100] The District revised its position at fact-finding, proposing a modified version of the mediator's recommendation, and increased its wage offer to include salary increases retroactive to September 2008, and through 2015-16, for a total of 9.25% increases to salary, worth $28 million in wage increases.

On June 16, 2015, the District offered its new proposal, which included salary increases to be effective September 2015 (or the date of ratification) of 13%, including 10% the first year, with no retroactivity, valued at $25.6 million. Additionally, its proposal included a 20% employee contribution to health insurance premium cost (an increase from the 10% in its fact-finding offer), and eliminated any funding for the supplemental benefit fund. Further, it proposed to extend the current 186 day work year to 190 days (an increase from the 188 days proposed at fact-finding); and to extend the current 6 hours 50 minutes work day to 7 hours 40 minutes (an increase from 7 hours 30 minutes proposed at fact-finding).

The District's June 2015 proposal also included eight new subject matters which had not been included in either party's prior proposals, nor been discussed in the

[100] I have adopted the financial analysis of the parties' proposals presented by the BTF's witness, on the basis of his expertise in the subject area and the lack of any contrary evidence offered by the District.

negotiations between the parties since bargaining commenced in 2004.[101]

In its answer to the charge, the District asserts as an affirmative defense that there has been a material change in circumstances warranting the change in its proposals in 2015, citing to three factors: (1) the Court of Appeals' decision in 2011 which relieved the District of any obligation to pay step increases for the first three years after the contract expired, (2) changes in the membership of the District Board of Education over the years and a change in the District's lead negotiator in May 2015; and (3) the enactment by the State Legislature of the school receivership statute and the designation of 40% of the District schools as struggling or persistently struggling, thus subject to receivership by the State.

There have been instances where a material change in circumstances has been found to justify a change in a party's bargaining position after the point where the parties have reached impasse, but only where such change in circumstances is significant and directly related to the change in the party's negotiations position. Legislative changes in the Act which directly affected the parties' statutory rights and obligations were found to establish such a material change in *Peekskill City School District,*[102] where PERB

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[101] Those new subjects introduced in June 2015 were, as set out above: a modification of workers' compensation benefits; freezing of the employee sick leave bank; restrictions on the use of personal days and sick leave time; requirement of documentation from a local medical provider for usage of sick leave immediately prior to or after a holiday or vacation; option for the District to establish an absenteeism control policy; elimination of the just cause provision regarding claims of reduction in employees' extra pay opportunities, and in discipline or termination of non-tenured teachers; authorization for the scheduling of faculty meetings before and after school; and imposition of a requirement that employees learn and utilize available District technology.

[102] 16 PERB ¶ 4582 (1983), *affd,* 16 PERB ¶ 3075 (1983). *See also New Paltz Central Sch Dist*, 11 PERB ¶ 3057 (1978), and *Hoosic Valley Teachers Assn*, 11 PERB ¶ 4545 (1978) (where agency fee was changed from a prohibited subject to a mandatory subject of bargaining).

considered the effect of the addition of § 209-a.1(e) of the Act while parties were in negotiations. There the Board held that the employer's change in its bargaining position on previously signed off items was permissible, but only as to those items directly related to the statutory change. Similarly, in *City of Saratoga Springs*,[103] the issuance of two arbitration awards during the parties' negotiations was found to constitute a material change so as to permit an employer to raise new demands directly related to that award. And in *Town of Newark Valley*,[104] the issuance of an ALJ decision in an improper practice charge which ordered the employer to reinstate laid-off employees while the parties were in bargaining excused the withdrawal of a financial offer by the employer due to the imposition of that cost.

In this matter, the District's defense based on changed circumstances to justify changes in its 2015 proposal is rejected, based on an analysis of the revised proposals at issue as compared to the stated rationale. While the wage freeze litigation was a major factor in negotiations for both parties during the years it was pending, it was essentially resolved in February 2011 with the Court of Appeals' decision. That decision was significant in that it reversed the lower courts' rulings, which the District had estimated to constitute a $55 million liability, and arguably was a material change in circumstances sufficient to warrant a change in the District's proposals at that time. In fact, the issuance of the Court of Appeals' decision did result in a modification of both parties' positions at the time, and a change in the District's wage offer in its July 2011 proposal. The Court of Appeals decision does not, however, constitute a change in circumstances which would justify the addition of new subjects or a regression in the

[103] 17 PERB ¶ 3058 (1984).
[104] 17 PERB ¶ 4532 (1984).

District's position after submission of its July 2011 proposals.

Neither does the change in Board of Education members over the 11 years, or the change in the District's lead negotiator, excuse the introduction of new subjects or regressive proposals. Under the Act, it is the obligation of the chief executive officer of the employer,[105] the superintendent in the instance of a school district,[106] to negotiate an agreement in good faith, and this obligation continues even with a change in the employer's personnel. Even a change in lead negotiator does not permit a party to backtrack or start negotiations over.[107]

The District's argument based on its third asserted rationale as to changed circumstances, concerns the changes in operations which it seeks to undertake to improve student performance in response to the enactment of the receivership statute which took effect April 13, 2015. These factors include the designation of 40% of District schools in at-risk classifications, the appointment of the Superintendent as receiver of certain designated schools, and the possibility that these schools could be taken over by a third-party receiver if they fail to make demonstrable improvement in performance. The receivership statute provides certain enhanced authority to the Superintendent to address academic deficiencies, it does not, however, set forth or require any particular methods, such as a longer work day or work year, to accomplish that goal. The Superintendent may choose to implement such changes and compensate employees for the commensurate increase in work hours as provided under the receivership statute, thereby incurring those costs unless changes in the

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[105] Act § 201.12.
[106] Act § 201.10.
[107] *Village of Pelham Manor*, 10 PERB ¶ 4510 (1977).

parties' agreement are negotiated, or he may implement other means to attempt to achieve those goals. The decision in that regard is the Superintendent's, as distinguished from the facts in the cases cited above, where changes were imposed by legislative act, or the order of an arbitrator or PERB. Even assuming that the District's new and revised proposals would assist the Superintendent as receiver in meeting his goals, that fact does not constitute the type of material change in circumstance which would permit the District to offer regressive proposals or introduce new subjects during the impasse process. Nor is there evidence of any change or decline in the performance of the District's students since July 2014, when it participated in fact-finding, or even since 2011, to support the District's argument related to receivership. Thus, I find this defense unavailing.

The District has also made the argument that it should not be held to proposals made in prior years due to the length of time negotiations have been ongoing and the changes in circumstances which have occurred over those 11 years. That argument has no merit in this analysis, since the District's 2015 proposal is compared only to its July 2011 proposals and its position in 2014 at fact-finding – the District is not being held to its proposals early in the negotiations process. Moreover, as explained above, a party's argument based solely on the passage of time during bargaining is generally unavailing as to regressive proposals and the addition of new subjects, since to hold otherwise would allow parties to continually change their proposals and add new subjects in direct opposition to the duty to narrow issues with an eye to bringing negotiations to a close.

In this matter, although the District may have a legitimate interest in negotiating

certain new benefit and work rule changes, it is not permissible to add those new matters to the issues which are pending at this stage of negotiations for a successor to the expired 2004 agreement. Instead, those proposals would be properly submitted in the next round of contract negotiations or in separate negotiations specific to these issues.

On the basis of the introduction of new subjects into bargaining post fact-finding alone, the District's 2015 proposal is found to have been improper.

Additionally, the reduction in the value of the financial offer in the 2015 proposal is regressive and therefore improper. The 2015 wage offer of $25.6 million in increases over three years payable effective 2015-16 through 2018-19 is simply a lesser offer than the fact-finding offer of $28 million payable effective 2008-09 through 2015-16.

While the District asserts that its 2015 proposal offered the highest total percentage to salaries of any prior proposal and would result in higher base salaries, that argument fails to account for the $2.4 million gap in salary increases, the loss of the retroactive wage increases back to 2008-09, and the other financial implications of the proposal. The 2015 proposal omitted any retroactive salary increase for prior years, whereas at fact-finding the District had offered six years of retroactive increases, plus two additional years of increases, setting a new salary rate which would have continued year to year until a successor agreement was negotiated.[108] As retroactive salary increases are compounded year after year, the value of those prior offers in present day terms is significantly greater than the percentage increase itself. And since those salary increases would have continued each year once paid, the earlier the date an increase

[108] The future value of the retroactive salary offers has not been calculated.

accrues, the more it is necessarily worth. Therefore, although the 13% in salary increases offered in 2015 is a greater percentage increase than the 9.25% offered at fact-finding, its value is diminished by the provision of increases in future wages only. The offer at fact-finding included 2.5% payable retroactively with the balance paid by 2015-16. No increases would start to accrue under the 2015 offer until 2015-16 or the date of ratification of the agreement, and the full increases were not payable until three years later.[109] While a large increase in wages in the first year of an agreement could conceivably compensate for the loss of any retroactive wage increase over an extended number of years, this proposal does not do so. Additionally, the diminished value of the wage offer is compounded here by the 2015 proposal's increase in work day and work year, which would require more hours of work for the lesser salary offer.

The District's 2015 proposal had other financial implications which decrease its value as well, including a doubling of the proposed employee health insurance contribution from 10% at fact-finding to 20% in the 2015 proposal, plus a reduction in its offer to fund the supplemental benefit fund. As a result of the above, the District's 2015 financial proposal is regressive.

In its brief, the District asserts that its actions do not constitute bad faith, and that a reduction in its financial offer is justified due to the passage of time, citing to the lost value of concessions in health insurance costs which have been included in its proposals. It asserts that each year, as more employees have retired, it has lost the

[109] Moreover, whereas the 2015 proposal would have run from 2015-16 through 2018-19, the offer at fact-finding was for eight years ending in 2015-16; thus negotiations for a new agreement, with potential additional increases, would have been due to commence three years earlier.

benefit of its anticipated savings, justifying its withdrawal of the offer of retroactive salary increases. PERB has recognized that there may be instances where a delay in bargaining, at least prior to a declaration of impasse, can justify a change in an employer's offer of retroactive salary increases where the employer was negotiating for corresponding decreases in its expenses.[110] I do not find this argument to be relevant after the point of fact-finding, however, for the reasons stated above, at least not without more compelling facts.

Lastly, I reject the District's claim in its brief that the changes in its position in June 2015 were justified in that its proposal represents "the execution of the Board of Education's authority to take action that is 'necessary and appropriate' to reach an acceptable agreement 'following the exhaustion of all impasse procedures'," citing to § 209.3(f) of the Act.[111] The assertion that the District had exhausted all impasse procedures by that point is simply incorrect. Fact-finding is not the last step in the conciliation process. Rather, as explained above, pursuant to § 209.3, PERB has the discretion to appoint a conciliator or take other steps it deems appropriate to resolve the dispute subsequent to fact-finding, including the facilitation of an agreement. Here, the Director of Conciliation has been in the process of meeting with the parties to determine the appropriate next step, whether it be the appointment of a conciliator or other action, and the record is devoid of any evidence that would support the claim that the impasse resolution process had been exhausted prior to the issuance of the District's 2015

[110] *Merrick Union Free Sch Dist*, 17 PERB ¶ 3006 (1984).
[111] District brief, p. 11.

proposals.[112] Moreover, the District's regressive proposals are inconsistent with the language and intent of § 209.3(f), as they were unlikely to, and in fact failed to, result in an agreement with the BTF.

Based on the totality of the circumstances, the addition of new subjects into negotiations, as well as regressive offers on wages, health insurance benefits, and work year and work day, are found to have been improper. The District is therefore obligated to withdraw its 2015 proposal, and resume negotiations with the BTF from its 2011 proposal as modified at fact-finding.

District Allegations

The District has alleged that the BTF violated its duty of good faith in these negotiations by demanding that the District compensate unit employees for salary and step increases lost for the period 2004-07 as a result of the wage freeze imposed by the Buffalo Fiscal Stability Authority, and by cancelling scheduled negotiation sessions and refusing to meet after June 16, 2015.

As set forth in more detail above, in October 2009, the BTF had dropped its 2008 demand for full payment for the lost step movement during the three years of the wage freeze retroactive to 2004, and instead proposed the payment of a sum which equates to one to three times the amount of the step increases for those employees on the top three steps of the salary schedule, to partially compensate for losses during that period. It also continued its proposal to move employees up to the salary schedule step they would have been on but for the wage freeze, retroactive to July 1, 2007, the date the

[112] The question of whether a party covered by § 209.3(f) of the Act may start over with a new set of proposals once PERB's impasse procedures have been exhausted pursuant to that section, is a question not previously decided, nor presented here.

freeze was lifted. There was no change in the BTF's position regarding this issue at fact-finding, or in its 2015 proposal.

The District asserts in its brief that the issue of lost compensation for the years 2004-07 is a prohibited subject of bargaining due to the wage freeze instituted by the Buffalo Fiscal Stability Authority, pursuant to its statutory authority, as interpreted by the Court of Appeals in *Meegan v Brown*,[113] and further that the Court of Appeals' decision clearly prohibits any retroactive pay adjustments of any kind for the period of the wage freeze. Despite that fact, the District argues, the BTF has continually pursued recoupment of salary lost to teachers during the wage freeze, including bonuses for teachers on the top steps of the salary schedule, in amounts tied to the amount of increments lost. The District asserts that this intransigence has resulted in the inability of the parties to reach agreement.

Clearly, it has been a priority of the BTF to attempt to catch up wages of the employees it represents for losses they suffered due to the City's finances during the years 2004-07, as well as for the years following without a successor agreement. The BTF has, in part, asserted the appropriateness of its wage proposals by comparing where employees would have been if their salary step increases had not been frozen for that period. On this record, the BTF has not modified its 2009 demand for adjustments effective July 1, 2007 for the three lost wage increments during the freeze, and has persisted in its demand for payment to employees on the top steps meant to compensate them in part for the lost increments during the freeze. Although the structure of the BTF's demand is understandably problematic for the District in that it

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[113] *Supra*.

ties its salary proposal directly to the step increases lost during the wage freeze, payments which the Court of Appeals has held were not due as a result of the Buffalo Fiscal Stability Authority's action, I nonetheless reject the argument that any attempt by the BTF to compensate employees for such loss through these negotiations is prohibited.

In the litigation which ensued after the freeze was lifted, the issue was whether any pay adjustments had accrued during the freeze, *i.e.*, whether the employees were entitled to have their wages automatically jump up to the rate they would have been at but for the wage freeze, once the freeze was lifted. It was this argument that the Court of Appeals rejected, holding that no increases accrued during that period, and that none was to be paid for that period. It does not follow, however, that employees are forever barred from recovering those losses as part of their earnings in future years. Negotiated increases for years after the lifting of the wage freeze would violate neither the terms of the wage freeze, nor the Court of Appeals' decision, as long as no payment is retroactively applied to those three years. Although the amount of increased compensation which the BTF believes is appropriate in the new agreement is tied in part to losses for the wage freeze years, such proposals are not prohibited. That allegation is therefore dismissed.

The District's allegation that the BTF acted in bad faith by cancelling scheduled negotiations meetings following receipt of the District's June 16, 2015 proposals is also rejected. A party's action which causes an unreasonable delay in negotiations may be found to violate the duty of good faith,[114] however, any such determination necessarily

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[114] *Poughkeepsie Public School Teachers Assn*, 27 PERB ¶ 3079 (1994).

turns on the rationale behind the behavior and an assessment of the party's overall conduct.[115] In this matter, after the fact-finding report had been rejected by both parties and the parties had agreed to resume negotiations, the District cancelled two scheduled meeting dates pending its hiring of a new chief negotiator. Thereafter, the BTF issued a request to PERB seeking the appointment of a conciliator in an effort to move the negotiations in a positive direction, but continued to participate in meetings with the District. It was in response to the District's issuance of the June 16, 2015 proposal containing new subjects and regressive financial proposals that the BTF cancelled future meetings, and renewed its request for assistance from PERB. On these facts, it is apparent that both parties were seeking further negotiations, and both had cancelled meeting dates for valid reasons. Based on the change in the District's negotiating posture, I find that it was not unreasonable for the BTF to seek conciliation assistance from PERB at that point. Thus, I do not find that the BTF's cancellation of meetings pending a response on the assignment of a conciliator was in bad faith.

The charge filed by the District is therefore dismissed.

THEREFORE, IT IS HEREBY ORDERED, that the District forthwith:

1. withdraw the bargaining proposal it presented to the BTF on June 16, 2015, and resume negotiations from the District's July 13, 2011 proposal, as modified at fact-finding; and

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[115] *Town of Southampton,* 2 PERB ¶ 3011; *Chateaugay Central Sch Dist,* 19 PERB ¶ 4566.

2. sign and post the attached notice at all physical and electronic locations normally used to communicate with employees represented by the BTF.

Dated at Buffalo, New York
this 2nd day of August 2016

M. Lynn Fitzgerald
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

PURSUANT TO
THE DECISION AND ORDER OF THE

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE
PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify all employees of the City School District of the City of Buffalo represented by the Buffalo Teachers Federation (BTF) that the District will:

withdraw the bargaining proposal it presented to the BTF on June 16, 2015, and resume negotiations from the District's July 13, 2011 proposal, as modified at fact-finding.

Dated . . . . . **By** . . . . . .
on behalf of the **City School District of the City of Buffalo**

This Notice must remain posted for 30 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.