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President, PHILIP RUMORE

January 31, 2023

MEMO TO: All Buffalo Teachers

FROM: Philip Rumore, President, BTF

RE: Fact-Finder's Report

Enclosed, please find a copy of the January 30, 2023 Fact Finder's report.

The BTF negotiating team, for obvious reasons, recommends rejection of the January 30, 2023 Fact-Finder's Report.

The sentence on the top of page nine (9) of the Fact-Finder's report says it all, "**These recommendations are as proposed by the District**, with an additional year I added so that the parties are not in a position of having to start negotiations for a new contract in a year's time." (Emphasis added)

In addition to the Fact Finder's Report being unacceptable (to say the most), it is incorrect and misleading.

Page 12 –

"While it does not compensate completely for what might have been increases during those years, the lump sum payment upon ratification does serve to mitigate the effect of no raises during those years. It is also not clear that the parties would have agreed to anything more than the 2.6% increase per year which this sum represents." (emphasis added)

This is in no way comparable to raises in each year and it can not be credited toward retirement.

Also, the BTF did contradict the District's assertion that lump sum payments are how we have "handled contracts in the past".

We made it clear that this was done as part of a previous negotiations that, as a result of litigation that went all the way to the US Supreme Court, took over six years.

Page 3 –

"The District objected. I agreed the submission was late."

This is not correct.

The follow-up meeting with Mr. Reden, PERB Fact Finder was originally scheduled for December 13, 2022. A member of the BTF's negotiating team was ill and therefore the hearing was rescheduled for January 4, 2023. At approximately 4:00 p.m. on January 3, 2023 Mr. Kuzma, Chief Negotiator, BPS sent an email to Mr. Reden and BTF with a preliminary written response to the questions posed through email on November 18, 2022.

At the hearing on January 4, 2023 there was a discussion with all parties regarding the submission of a response to the November 18, 2022 major points of negotiations. Mr. Rumore, Chief Negotiator BTF, stated he wanted to respond to the District's submission of January 3rd. Mr. Kuzma stated that he objected to BTF submitting further documentation. Mr. Reden said that the topic would be discussed at the end of the meeting.

The discussion did not occur at the end of the meeting. BTF submitted additional documentation to all parties on January 13, 2023.

Page 16 –

The BTF did object to the District's proposal offering one traditional indemnity plan plus one POS plan. We rejected the proposal on:

November 7, 2022, "Unless otherwise noted, the Buffalo Teachers Federation does not agree to the proposals contained in the District's October 25, 2022 submission."

December 8, 2022, "Unless otherwise noted, the Buffalo Teachers Federation does not agree to the proposals contained in the District's November 28, 2022 submission."

Page 18 –

"In light of declining enrollment, the BTF has not shown a pressing need to substitute its proposal for the language currently in place."

The statements are incorrect. In addition to verbal statements made, our October 12, 2022 submission to the Fact Finder stated, "We don't believe that, in light of all that has been reported in relation to student actions, there can be any doubt that we need more support services for our students."

Note: Current language, XXIII, A., (7), (page 41), "Whenever possible, caseloads for Counselors, School Social Workers, Psychologists and Attendance Teachers shall be maintained at the State recommended ratios." (emphasis added). For some it's 250-1, but unenforceable.

Page 19 –

In reference to the coaching MOU, he states, "the BTF does not state opposition to the District's proposal as such".

The BTF rejected the proposal.

November 7, 2022, "Unless otherwise noted, the Buffalo Teachers Federation does not agree to the proposals contained in the District's October 25, 2022 submission."

December 8, 2022, "Unless otherwise noted, the Buffalo Teachers Federation does not agree to the proposals contained in the District's November 28, 2022 submission."

Also, in our October 28, 2022 submission to the Fact Finder, we included extensive reasons for our opposition to the District's coaching proposal.

Note: **We make no apologies for making proposals that teachers and our students deserve. If other Districts show that they value and support their teachers and students, so must the Buffalo School District.**

We will resume negotiations and take all necessary actions to secure a contract that, like other Districts, rewards you for your dedication to our students and each other.

Stay Tuned.

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of Fact-Finding Between:

The Buffalo City School District,

PERB Case Number M2019-133

Employer

--and--

The Buffalo Teachers Federation,

Union

Before Robert J. Reden, Esq., Fact-Finder

Appearances:

For the Employer:
Nathaniel J. Kuzma, General Counsel

For the Union:
Philip Rumore, President of the BTF

FACT-FINDER'S REPORT AND RECOMMENDATIONS

Having determined that an impasse exists in negotiations between the Buffalo City School District ("District") and the Buffalo Teachers Federation ("BTF"), the New York State Public Employment Relations Board appointed the undersigned to serve as fact finder for the purpose of inquiring into the causes and circumstances of the dispute and offering recommendations for its resolution.

BACKGROUND:

In the instant matter the BTF filed for impasse in October of 2019, whereupon Mediator Gregory Poland was assigned. The Covid-19 pandemic intervened, but the parties did meet and work with the mediator on several occasions in 2021 and as late as June 2022. They also met outside the mediator's presence on several occasions.

While the parties have come to agreement on some issues, many issues remain unresolved. On June 23, 2022 the School District requested that PERB appoint a fact finder. The undesigned was appointed by PEEB on August 17, 2022. The parties and I held a conference on August 25th to discuss the procedure for this fact-finding.

Upon request of the parties the fact finder met with them by Zoom teleconference on October 7th, so that the parties could exchange discussion over proposals in the presence of the fact finder.

At my request, the parties made written submissions including proposals, supporting facts, documents, and arguments by October 14th, and responses or rebuttals to the other party's submission on October 28th, including, on the part of the School District, a new counter-proposal. Submissions comprise hundreds of pages and lengthy arguments. I posed a series of questions by email dated November 17th asking for clarification of the parties' positions and arguments, for discussion at the meeting scheduled for December 13th. Both the School District and the BTF responded, the BTF's response (dated November 29th) including modified proposals. An informal hearing scheduled for December 13th was intended to allow me to obtain any needed clarification and to make further inquiry, and also to allow the parties to offer further rebuttals to the other side's submissions of October 28th, and the BTF's additional submission of November 29th. But because of illness on the part of a BTF witness, at its request

the informal hearing was moved to January 4, 2023. In the meantime, on December 13, 2022, the parties submitted further revisions to their proposals: the District's dated November 28, 2022, and the BTF's dated December 8th.

On January 3, 2023 the District emailed me written responses to my questions of November 17, 2022. At the informal hearing of January 4th the BTF expressed its desire to respond to the District's submission, the District objected, and that matter was put off till the end of the hearing. At the hearing's end the understanding was for the parties to cost out the BTF's latest wage proposal and send it to me, and for the BTF to express its concerns regarding the District's proposal on starting times. On January 11, 2023 I received the parties' spread sheet costing out the BTF's proposal. On January 13th the BTF emailed me responses to my questions of November 17, 2022. The District objected. I agreed the submission was late. On January 19, 2023 the parties and I held a brief teleconference so that each side could offer a narrative or explanation of the spread sheet. I received no other submissions.

The BTF represents for collective bargaining purposes about 3,800 teachers and other related personnel teaching for the School District. That number represents about half of the School District's total active employees. There are about 29,000 students in the District.

The last negotiated collective bargaining agreement between the parties covered the period of October 17, 2016 through to June 30, 2019. The parties have remained without a contract since that time.

ISSUES:

Although many issues remain unresolved between the parties, I asked them to limit their submissions to four issues each. I have examined and will make recommendations on those

issues only. The parties have resolved other issues, and still others remain unresolved but which the parties may be able to resolve following submission of this fact-finding report.

The issues chosen by the parties are as follows:

For the Union:

1) Wages,

2) Benefits, particularly the supplemental benefits fund,

3) Working conditions, that is, support services (BTF-44), and

4) Conditions in the Adult Learning Center.

For the Employer:

1) Wages,

2) Health insurance and contributions thereto,

3) Appointment of athletic coaches, and

4) School bell schedule flexibility.

The parties have been working on Adult Learning Center issues and believe those negotiations will bear fruit; accordingly, I can defer on that issue. And so, there remain six issues, which I will discuss below. I will analyze the proposals by comparing them, to the extent possible, with the terms of agreed upon contracts in comparable regions for similar or comparable employees and employers, in the context of the ability of the Employer to pay for the terms of the contract, and the impact of the contract's terms on the public interest.

DISCUSSION AND RECOMMENDATIONS:

WAGES:

THE UNION:

The BTF's original proposal for professional compensation is set forth in its proposal BTF 49 submitted to the District on May 6, 2022. It proposed in essence as follows:

2019 to 2020, 10% raise plus a cost-of-living adjustment (COLA), plus the removal of Step 9 of the wage chart.

2020 to 2021, 10% plus COLA and removal of new step 12.

2021 to 2022, 10% increase plus COLA and removal of new step 7.

2022 to 2023, 10% increase plus COLA and removal of new step 2.

2023 to 2024, 10% increase plus COLA and removal of new step 10.

2024 to 2025, 10% increase plus COLA and removal of new step 5.

2025 to 2026, 10% increase plus COLA and removal of new step 18.

By letter dated November 29, 2022 the BTF enclosed a modification to that proposal, dated November 7, 2022. In essence it provides as follows:

2019 – 2020, 8% and removal of Step 1.

2020 – 2021, 8% and removal of new Step 1.

2021 - 2022, 8% and removal of new Step 1.

2022 – 2023, 8% plus COLA and removal of new Step 1.

2023 – 2024, 8% plus COLA and removal of new Step 1.

2024 – 2025, 8% plus COLA and removal new Step 1.

2025 – 2026, 8% plus COLA and removal of new Step 1.

The BTF's proposed removal of steps over the term of the cba would result in 20 steps, down from the current 27.

The BTF provided comparable salaries for Erie County school districts, which appear to show Buffalo teachers with an MA at longevity step 27, the cba's highest step, earning $92,957, compared with teachers in those other districts earning their highest rate at a lower longevity step. The BTF also provided information showing the salary schedules for teachers in Akron, Buffalo, Hamburg, Kenmore, and Williamsville, amongst others. Buffalo's starting salary is somewhere in the middle, but the salary for a teacher after 20 years is the lowest of those other units. At 30 years it is somewhere in the middle. The BTF also showed that at $39,531 per year Buffalo teachers' starting salary is lower than that of the big five: Albany, Syracuse, Yonkers, Rochester, and New York City. Taking Yonkers and New York City out of the equation, Buffalo starting salaries are still the lowest.

The BTF also provided a financial analysis completed by the New York State United Teachers which in essence shows that the District is in a strong financial condition and is receiving increases in state and federal funding. For the 2021-2022 year the District ended up with a $40.9 million annual budgetary surplus. It argues that the District is in a position to afford the proposed increases to teacher salaries.

THE EMPLOYER:

At the start of fact finding the District was proposing a 5% increase upon ratification, 6% on July 1, 2023, 2.5% on July 1, 2024, and 4% on July 1, 2025. It also proposed an alternate in the event the parties agreed to a form of step compression.

The District also proposed a signing bonus in the amount of 6% of each teacher's annual salary.

On this issue the District also provided an affidavit from the former Chief Financial Officer of the Buffalo City School District, Geoff Pritchard. In short, his affidavit affirms that while the District's financial condition at the moment is good, future years do not look as promising. For the 2022 to 2023 budget year total expenditures exceed total revenues by 34.6 million dollars, which deficit will be made up by the healthy fund balance of $312.7 million.

The affidavit also avers that Pritchard has analyzed the BTF's original proposal and found that over four years it would result in a net cost of 2.2 billion dollars. Three of the BTF's proposals alone would fully deplete all of the District's available financial reserves immediately upon signing the agreement. He claims the District does not have the financial ability to pay for the BTF's proposals. That remains true, it claims, even under the BTF's most recent proposal of 8% raises, with a total cost of about $1.6 billion. This contrasts with the cost of the District's proposal, at about $225 million.

Moreover, the District argues that District teachers receive a salary that is competitive with teachers in other school districts in the region. The District concedes it has more steps than those other local school districts, but the steps are comparable to districts such as Albany, Rochester, Syracuse, and Utica, which the District claims should be used for purposes of comparison on this issue.

In its October 28th response to the BTF's submission, and as confirmed in its proposal dated November 28th, the District made a new offer as follows:

> 8% upon ratification of the agreement, or 7% with step compression as proposed;
>
> 6% effective July 1, 2023, or 5% with step compression as proposed; and
>
> 4% effective July 1, 2024, or 3% with step compression as proposed.

The proposal included an increased signing bonus of 8% of each teacher's salary. (The District also made a proposal for health insurance contributions which will be discussed below.) The signing bonus would be $500 for teachers in the Adult Learning Center. There is also an offer to pay a portion to teachers who have retired since September 1, 2019.

It argues that the proposal including salary and healthcare contributions will surpass any school district in the region, even the suburban districts. It would also stem any teacher flight to the suburbs.

DISCUSSION AND RECOMMENDATION ON SALARY:

(Recommendation No. 1): I recommend salaries for teachers and psychologists, and hourly teachers, be increased as follows:

8% upon ratification of the agreement

6% on July 1, 2023,

4% on July 1, 2024, and

3% on July 1, 2025,

subject, however, to a reopener on the issue of wages only for 2025-2026, in the event the Consumer Price Index as reported for the month of March 2025 shows a rate of inflation exceeding 3.0 percent.

(Recommendation No. 2) I also recommend a signing bonus of 8% of each teacher's current annual salary, and the **one-time payment to retirees of $500 if he or she retired before September 1, 2020, $1,000 if he or she retired between September 2, 2020 and September 1, 2021, and $1,500 if he or she retired between September 2, 2021 and ratification of the agreement.**

These recommendations are as proposed by the District, with an additional year I added so that the parties are not put in a position of having to start negotiations for a new contract in a year's time. I accept the District's analysis that with an 8% increase Buffalo teachers will earn a salary which is competitive in the region. I have also been persuaded of a concern about maintaining financial stability into the future in an uncertain climate. It is also in the interest of the public to have a school district that is assured of financial stability.

On the contrary, according to the spread sheet costing out the BTF's proposal that the parties reviewed with me on January 19, 2023, the BTF's most recent proposal would cost the District $1.6 billion over the BTF's proposed term of the contract. By contrast, the District's proposal would cost about $225 million over the same term. According to the spread sheet, the first year's cost of the BTF's proposal would be about $303 million for 2023-2024 alone, or about $739 million cumulative from 2019, the first year of the BTF's proposal. By comparison, the District's proposal would cost about $29 million for the first year. (These numbers represent the additional costs to the District's payroll over its current payroll.)

The BTF's financial analysis shows the District's revenues for the 2021-2022 school year at $939.5 million, and its expenditures at $927.6 million, resulting in an increase to the fund balance of $11.9 million, bringing the District's fund balance to $324.6. The District projects revenues for 2022-2023 to be $985.5 million, with total expenditures at $1,029.1 million (or just over a billion dollars), which amount includes the potential costs of labor contract settlements, which would create a deficit of $34.5 million. Those $34.5 million would be paid for from the fund balance, which would now be reduced to about $290.1 million.

While the District's projection of its $34.5 million deficit for the 2022-2023 budget year is an estimate, a review of the above numbers shows that the BTF's proposal would be

unaffordable. The District's total revenues for 2022-2023, as stated above, are about $985.5 million. In the first year alone, the BTF's proposal would add $739 million to expenditures of about one billion dollars, bringing those expenditures to more than $1.7 billion, while there are only about $985 million in revenues for that year. The projected fund balance of $290 million could not cover even one half of the deficit that would result for that year, let alone future years, were the District to agree to the BTF's proposal.

The BTF's financial analysis does project future revenue growth, principally from Foundation Aid, in the amount of about $50 million for the 2022-2023 budget year, with an increase of about $70 million between 2021-2022 and 2023-2024, or $111 million between 2020-2021 and 2023-2024. The BTF also projects that adjustments to Foundation Aid caused by rising inflation will increase Foundation Aid by $86 million for the 2023-2024 budget year. But even if Foundation Aid did increase to those levels, the increases would not come close to funding the $739 million in additional monies the District would need to fund the BTF's proposal in year one of the cba, not to mention funding the District's other needed expenditures.

But if the BTF were to agree to the above recommendation for salary increases, teachers in the District would be receiving a fair, competitive wage compared to teachers in surrounding districts, which districts, I think, are the most appropriate basis of comparison. Looking just at the 2021-2022 salary schedules the BFT provided to me in its October 12, 2022 submission, in the first year alone Buffalo teachers' step 2 salary would be increased from $39,531 to **$42,693** for those holding a BA, and from $44,859 to **$48,447** for those holding an MA. BA holders would also get a signing bonus of $3,163 and MA holders $3,588.

Those salaries compare favorably in 2022 with teachers in Akron at step 2: $41,016 (BA) and $44,250 (MA); with teachers in Hamburg at step 2: $34,750 (BA) and $44,479 (MA); with

teachers in Kenmore at step 2: $36,947 (BA) and $43,253 (MA); and with teachers in Williamsville at step 2: $42,560 (BA) and $44,800 (MA).

By a teacher's tenth year with an MA, in the first year of the new Buffalo contract he or she would go from $59,915 to **$64,708** a year. This salary compares favorably with Akron teachers with an MA at 10 years: $56,350; with Hamburg teachers with an MA at 10 years: $57,187; with Kenmore teachers with an MA at 10 years: $63,342; and with Williamsville teachers with an MA at 10 years: $66,300.

At 20 years, in the first year of the cba, Buffalo teachers with an MA would earn a yearly salary of **$86,165**, up from $79,783. This compares perhaps not so favorably with Akron teachers with an MA at year 20: $95,500; with Hamburg teachers with an MA at year 20: $96,927; with Kenmore teachers with an MA at year 20: $90,685; and with Williamsville teachers with an MA at year 20: $100,750.

But at 30 years, in the first year of the cba, Buffalo teachers with an MA would earn a yearly salary of **$100,393**. This compares favorably with Akron teachers with an MA at year 30: $95,500; with Hamburg teachers with an MA at year 30: $96,927; with Kenmore teachers with an MA at year 30: $96,197; and even with Williamsville teachers with an MA at year 30: $100,750. Of course, teachers in Akron, Hamburg, Kenmore, and Williamsville reach their top step rather earlier than do Buffalo teachers, which accounts for somewhat greater cumulative earnings in these districts over a 30-year career, at least before the increase in wages I am recommending. Since Buffalo teachers in the lower steps, even before the recommended increase, are already doing well compared with other districts, the discrepancy in cumulative earnings could be lessened should the parties agree to step compression somewhere between ten

and twenty years of service. The District has proposed doing so at Step 16 each year of the contract.

But I have not at this time recommended any step reduction, although the parties at some point in the future may well want to negotiate one. A step reduction at Step One as proposed by the Union would be rather costly, while, according to the BTF, a step reduction in later years as proposed by the District would make it difficult to ratify the contract, as teachers at the lower steps would object to not getting the bumped-up salary the step reduction would bring.

I am also mindful of the BTF's concern regarding salaries for the years 2019 to 2022. While it does not compensate completely for what might have been increases during those years, the lump sum payment upon ratification does serve to mitigate the effect of no raises during those years. It is also not clear that the parties would have agreed to anything more than the 2.6% increase per year which this lump sum represents. Only in the year 2021 did inflation start to take its toll. Before then, inflation was as it had historically been: low. Moreover, the District claims that making a lump-sum payment in lieu of paying retroactive wages is the way the parties have handled contracts in the past, and the BTF has not contradicted that assertion.

HEALTH INSURANCE:

Inasmuch as they are intricately related, I will treat the District's proposal for increases to health insurance premiums next.

THE EMPLOYER:

In its most recent proposal, the District is proposing alterations to health care coverage plan types, and also to increased health insurance cost contributions by employees.

The District proposes that all full-time teachers contribute 13% toward the premium of the selected health care plan, effective July 1, 2023.

It also proposes removing retiree health insurance from the contract for those hired on and after July 1, 2023. It proposes that retirees hired before that date pay the same 13% contribution as employees, and that once they reach Medicare eligibility they be required to come under the District's Medicare Advantage plan.

The District justifies the healthcare proposal particularly with regard to the employee percentage of contribution by pointing to the high cost of health insurance, to the generosity of its insurance plans, and to the fact that other employees across the region and the State are paying up to 20% toward the insurance premium, with an average of 10%. Unit employees are now paying a flat amount of $600 for a single policy and $1,500 for a family policy, equal to an average of 7% of the premium. Teachers in the District pay the least toward health insurance amongst comparable Districts.

The District also proposes that employees choose between traditional indemnity health insurance and one PSO plan, instead of the three HMO-type plans currently available, and that retirees be obligated to join a Medicare Advantage Plan when they become eligible for Medicare.

The District argues these changes to health care benefits are necessary to help offset its generous proposal on wages and benefits.

THE UNION:

Against the District's proposal the BTF argues that healthcare costs have remained constant and have not increased in the past three years, therefore obviating the need to increase health care payments by teachers. It argues that a 13% teacher contribution to healthcare premium costs would result in an increase from $1,500 to $2,793 per year for a family, and from

$600 to $1,257 for a single person, and if premiums rose while the parties were negotiating a new contract, teachers would have to pay a higher percentage but at the same wages.

The BTF also argues against requiring retirees to join a Medicare Advantage Plan upon retirement. It discussed the differences in health care access between traditional Medicare and Medicare Advantage, including having a different drug formulary and being required to join a different network of health care providers when they move to other areas of the country.

DISCUSSION AND RECOMMENDATION ON HEALTH INSURANCE

It goes beyond saying that health insurance is a huge cost to the District and that premiums are very likely to rise in the future. That said, the BTF has shown that at least in the past three years those premiums have not risen. That may be an anomaly, owing perhaps in part to the pandemic.

The District has shown that teachers in Syracuse are paying between 10% and 27% of the premium, and that teachers in Rochester pay 15% of the premium. The District argues that the average is 10% of the premium.

I agree that a percentage of the premium should be paid by teachers rather than just a fixed amount. That is a fair resolution to the problem of rising premiums (in other than the past few years). Salaries are going to go up, but employee contributions have remained static. Accordingly, **(Recommendation No. 3) I recommend that effective July 1, 2023, teacher and retiree contributions be set at 10% of the medical insurance premium**, a percentage the District suggests is average for other districts.

I agree with the BTF and **(Recommendation No. 4) recommend that upon expiration of the cba (as the parties hereinafter agree to), further increases in the dollar amount of employee medical premium contributions shall be stayed, and the dollar amount employees**

are paying toward their health insurance premium at the expiration of the contract shall not change, until such time as the parties agree to a subsequent contract, or they otherwise agree to another resolution of the issue of insurance premium contributions.

(Recommendation No. 5) As for retirees, I recommend that their contribution to the medical insurance premium be the same as that for teachers who are currently employed.

I also agree with the District that a phasing out of retiree health insurance over time is warranted, owing to its high cost and its continued liability on the District's books, not to mention the availability of Medicare to those 65 years and older. With such a high cost it is decidedly in the public's interest to reduce retiree health insurance. Retired teachers are no longer bargaining-unit members, and other comparable school districts do not all grant the same benefit of health insurance in retirement. The evidence shows that many districts in the region do provide retiree health coverage, but in a limited fashion. For example, Amherst limits retiree health insurance to 10 years, and other districts have the insurance paid from employee reserves. Akron, Clarence, and Erie/Boces allow retirees to use accumulated sick leave credits to pay for health care in retirement. Other districts, such as Kenmore-Tonawanda, provide a cash reserve of so many dollars for each year of service, in an amount of up to, say, $973 per year, to help retirees pay for continued health insurance, amounts which might pay for insurance for a year or two.

Nonetheless, qualifying teachers who retire before age 65 and are not on Medicare might be hard pressed to pay for health insurance. **(Recommendation No. 6) I accordingly recommend that effective July 1, 2023, District-paid health insurance for teachers hired on that date and thereafter be eliminated for retirees who retire at age 65 or later, and, for those who retire before age 65, then once they reach the age of 65 or otherwise become**

eligible for Medicare, District-paid health insurance shall be eliminated. I further recommend that paid health insurance for such retired teachers (those who were hired on July 1, 2023 and thereafter) be continued until such time as they become Medicare eligible or reach the age of 65, whichever comes first.

Furthermore, as I saw no particular objection from the BTF, either in its October 28, 2022 response to the District's submissions or otherwise, **(Recommendation No. 7) I recommend that the District's proposal of offering one traditional indemnity plan plus one POS plan be offered to employees and retirees in place of its current offering.** With regard to retirees, the BTF raised real concerns regarding the equivalency of Medicare Advantage and traditional Medicare, and so **(Recommendation No. 8) I also recommend no change to retirees' current ability to select traditional Medicare or Medicare Advantage, at the retiree's option.**

SUPPLEMENTAL BENEFITS FUND, BTF 74:

THE UNION:

The BTF's second proposal envisioned a one-time District payment into the BTF Supplemental Benefit Fund of $280,550, representing $25 per teacher times three years, effective upon ratification, another $650 per teacher effective July 1, 2022, and a $25 increase for each successive year of the agreement.

In its revised proposal dated December 8, 2022, it proposes a one-time payment to the Fund within 60 days of ratification in the sum of $175,000, then another $650 per teacher effective July 1, 2022, and a $25 increase for each successive year of the agreement, to July 1, 2025.

The fund is intended to reimburse unit members for the out-of-pocket costs for dental, vision, and prescription costs. The BTF argues that the funding received by the District no longer covers its costs, and the fund is in need of additional monies. It produced evidence supporting that argument.

THE EMPLOYER:

The District's most recent counter of November 28, 2022 proposes making a one-time payment to the supplemental benefit fund in the amount of $150,000 within 60 days of ratification (an increase from $100,000 in its October 28th proposal), and effective July 1, 2023 paying the fund in the amount of $650 per teacher, the amount to be increased by $25 on July 1, 2024 and again on July 1, 2025.

DISCUSSION AND RECOMMENDATION ON BTF 74

The BTF has shown its fund is not meeting the needs of its members and does require additional monies. This is not a big expenditure for the District, as we're talking about a single lump sum paid in the amount of less than $200,000, and as I see a snapshot of the District's financial condition now, it can afford to make such a payment at this time.

Accordingly, **(Recommendation No 9) I recommend a one-time payment by the District to the supplemental benefit fund effective 60 days after ratification of the agreement in the amount of $175,000. I further recommend an additional payment to the fund effective July 1, 2023 in the amount of $650 per teacher, with an increase of $25 per teacher on July 1, 2024, and again on July 1, 2025.**

WORKING CONDITIONS, BTF 44:

THE UNION:

The BTF's third issue concerns working conditions for support services as follows: replacing "Whenever possible, caseloads for Counselors, School Social Workers, Psychologists and Attendance Teachers shall be maintained at the State recommended ratios" with "Caseloads for Counselors, School Social Workers, Psychologists, and Attendance teachers shall be maintained at no more than 250:1. The caseloads of Educational Specialist will be no greater than that of Psychologists."

The BTF offered no argumentation or facts in support of the proposal.

THE EMPLOYER:

The District argues there is no need for a change, as the number of pupils in Buffalo Public Schools has gone down over the years.

DISCUSSION AND RECOMMENDATION ON BTF-44

Accordingly, **(Recommendation No. 10) I recommend that the BTF's proposal number 44 regarding the caseload for counselors, social workers, psychologists, and attendance teachers be rejected.** In light of declining enrollment, the BTF has not shown a pressing need to substitute its proposal for the language currently in place.

APPOINTMENT OF ATHLETIC COACHES

THE EMPLOYER:

The District's third proposal has to do with the hiring process for athletic coaches. The District claims to need its proposed hiring process, arrived at in committee with Federation representatives, in order to improve the quality of its coaches.

THE UNION:

The BTF opposes the change, saying the District has continually prevented the committee that drafted and proposed the MOU from meeting to work on changes. Although it does have concerns with respect to the proposed MOU's ability to phase out Buffalo teachers as coaches, and to the weight to be given seniority in the evaluation process, it does not state opposition to the District's proposal as such, but rather to the process of arriving at an agreement. It has proposed no changes of its own.

DISCUSSION AND RECOMMENDATION ON APPOINTMENT OF ATHLETIC COACHES

The Union has not articulated any change to the language proposed by the District in its "Memorandum of Understanding" regarding the athletic coach hiring process. The BTF proposes the same be returned to committee, pursuant to Article XX, Section H of the cba.

(Recommendation No. 11) I recommend the issue of appointment of athletic coaches be returned to committee for the purpose of resolving the BTF's concern regarding its fear Buffalo teachers may be phased out as coaches, and concerning the appropriate weight to be given to seniority in the evaluation process. I recommend the committee meet and come to an accommodation between the parties within 120 days of the date this Fact-Finding report is accepted by both parties, if that be the case. I further recommend that other matters outside the hiring process of athletic coaches not be part of the discussion (on this remand) and that the BTF make a written proposal to the District regarding its concerns on the potential for phasing out of teachers as coaches, and regarding the weight to be given seniority in the evaluation and hiring process. Such proposal should contain the actual language the BTF would like to see in the MOU. In the absence of a BTF proposal

containing language to be used in an agreement, I recommend adoption of the MOU proposed by the District.

ADULT LEARNING CENTER

THE UNION AND THE EMPLOYER:

The BTFs 4th proposal concerns various proposals for an increase in the rate of pay for those working in the Adult Learning Center. The parties were continuing to negotiate these elements even while the fact-finding process was ongoing, and the parties did expect to have a separate agreement on these issues without involvement from the fact finder.

SCHOOL BELL SCHEDULE FLEXIBILITY

THE EMPLOYER:

The District's proposal concerns getting flexibility in starting times to accommodate savings on bus routes, owing to a school bus driver shortage. The shortage is not just a local problem; much of the nation's schools are suffering from the same kind of driver shortage. Under the District's latest proposal of November 28, 2022, the flexibility would be limited to no more than one hour, with starting times to begin no earlier than 7:30 in the morning and ending times to be no later than 4:35 in the afternoon. The District would have to give notice before January 1st of the year in which the change will take effect.

THE UNION:

The BTF opposes any school bell-time schedule changes. It argues that in a survey, teachers overwhelmingly rejected the District's proposal, reiterating its concern with regard to resignations and retirements, with most resignations involving teachers leaving the District to

work in other school districts. Moreover, the BTF cites other problems with the District's proposal, most of which appear to have been cured at least in the District's most recent proposal of November 28, 2022. Two BTF concerns do stand out: first, that the District's proposal of schedule flexibility is for the term of the cba rather than just for one year, as in the current cba; and secondly, the District expanded starting and ending times, from starting and ending times no earlier than 7:50 a.m. nor later than 4:05 p.m., to no earlier than 7:30 a.m. nor later than 4:35 p.m.

DISCUSSION AND RECOMMENDATION:

The District's bus driver shortage can be mitigated with a slight alteration in starting times. The needs of the District's students to be educated without having to wait at the bus stop for an inordinate amount time seems to me to trump the BTF's interest in retaining the current starting times. While I am sensitive to teachers' overwhelming rejection of a change in starting and ending times, the primary purpose of their work, and the goal of the District, is to educate children. In light of the current bus-driver shortage, children's education is being hampered by the current schedule. **(Recommendation No. 12) I recommend adoption of the school bell schedule as proposed by the District in its November 28, 2022 proposal for a change to Article VIII (a)(1), as modified herein:**

Modify the current language by deleting the language of Article VIII(a)(1) beginning with "For the 2018-2019 school year (July 1, 2018 to June 30, 2019) only," and replace it and the rest of Article VIII(a)(1) with the following:

> **"For the 2023-2024 school year (July 1, 2023 to June 30, 2024) only, subject to renewal in subsequent years upon agreement between the parties, the District may change starting and ending times at schools to accommodate saving on bus routes under the following conditions:**

i. **Teachers will be notified in writing of any such change on or before April 1st of the year in which the change will take effect;**

ii. **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 on their seniority;**

iii. **Unless agreed to by the faculty of the affected schools, no other changes within the starting and ending times will occur;**

iv. **Starting and/or ending time changes will be no more than one (1) hour;**

v. **The starting time shall begin no earlier than 7:30 a.m. and end no later than 4:35 p.m."**

CONCLUSION:

My recommendations are based on the evidence presented and the arguments of the parties. I have made no recommendation regarding issues other than those set forth above that were in front of me. It is my sincere wish that these recommendations will lead to agreement on the other outstanding issues.

Dated: January 27, 2023

Robert J. Reden, Fact-Finder

STATE OF NEW YORK
COUNTY OF ERIE

I, Robert J. Reden, an attorney licensed to practice law in New York State do hereby affirm on my oath as fact-finder that I am the individual described herein and who executed this fact-finding report on January 27, 2023.

Robert J. Reden, Fact-Finder

Erie County School District Comparison
2020-2021

District	*Abbreviation*	*Longevity Step*	*Salary at Longevity Step*		*Buffalo at Other District Longevity Step*	
			*BA **	*MS*	*BA*	*MS*
Akron	AK	20	79,516	95,500	72,573	79,783
Alden	AL	21	82,219	91,862	74,455	81,665
Amherst	AM	21	88,174	96,071	74,455	81,665
Buffalo	BU	27	85,747	92,957		
Cleveland Hill	CH	24 MS		93,512		87,311
Cheektowaga	CK	23	87,315	89,465	78,219	85,429
Clarence	CL	21 MS		103,500		81,665
Cheektowaga Sloan	CS	17	90,336	92,536	66,927	74,137
Depew	DP	25	89,183	96,659	81,983	89,193
Erie 1 Boces	E1B	23	83,447	85,197	78,219	85,429
East Aurora	EA	22	85,690	93,412	76,337	83,547
Eden	ED	20	85,200	90,200	72,573	79,783
Frontier	FR	21	85,641	94,012	74,455	81,665
Gowanda	GO	21	84,700	87,000	74,455	81,665
Grand Island	GI	20 MS		92,671		79,783
Hamburg	HA	19	75,335	96,927	70,691	77,901
Holland	HO	25	87,000	90,000	81,983	89,193
Iroquois	IR	26	93,150	97,150	83,865	91,075
Kenmore	KN	22	87,511	96,197	76,337	83,547
Lancaster	LN	21		96,715		81,665
Lake Shore	LS	25	86,635	94,815	81,983	89,193
Lackawanna	LK	25	96,941	103,643	81,983	89,193
Maryvale	MV	19	78,772	83,772	70,691	77,901
North Collins	NC	25 MS		85,147		89,193
Orchard Park	OP	20	92,683	102,379	72,573	79,783
Sweet Home	SH	24	87,385	102,227	80,101	87,311
Springville	SP	22	88,591	97,331		83,547
Tri-County Boces	TCB	24	93,071	94,071	80,101	87,311
Tonawanda	TN	25	75,903	90,996	81,983	89,193
West Seneca	WS	15	84,089	95,369	63,163	70,373
Williamsville	WV	16	95,713	100,750	65,045	72,255

* Some Left Blank – Longevity Begins at a Different Step for BA than MS

Updated 4/22/2022

	Akron	
	BA	MA
1	40016	43250
2	41016	44250
3	41516	45650
4	42016	46350
5	42516	47350
6	43016	49350
7	43516	50850
8	44016	52850
9	45516	54250
10	46016	56350
11	46516	58350
12	47516	60350
13	48516	62350
14	49516	64350
15	51016	66350
16	51516	68350
17	51516	70350
18	51516	71850
19	51516	81600
20	79516	95500
21	79516	95500
22	79516	95500
23	79516	95500
24	79516	95500
25	79516	95500
26	79516	95500
27	79516	95500
28	79516	95500
29	79516	95500
30	79516	95500

	Buffalo	
	BA	MA
1	37649	42977
2	39531	44859
3	41413	46741
4	43295	48623
5	45177	50505
6	47059	52387
7	48941	54269
8	50823	56151
9	52705	58033
10	54587	59915
11	56469	61797
12	58351	63679
13	60233	65561
14	60233	67443
15	63163	70373
16	65045	72255
17	66927	74137
18	68809	76019
19	70691	77901
20	72573	79783
21	74455	81665
22	76337	83547
23	78219	58429
24	80101	87311
25	81983	89193
26	83865	91075
27	85747	92957
28	85747	92957
29	85747	92957
30	85747	92957

	Hamburg	
	BA	MA
1	33750	43402
2	34750	44479
3	35000	45784
4	35750	47297
5	36350	48835
6	36838	50299
7	37336	51775
8	38496	53633
9	39739	55313
10	41910	57187
11	43828	59341
12	44830	61521
13	45736	63564
14	46525	66395
15	47758	69195
16	52766	72264
17	54749	76680
18	65315	84434
19	75335	96927
20	75335	96927
21	75335	96927
22	75335	96927
23	75335	96927
24	75335	96927
25	75335	96927
26	75335	96927
27	75335	96927
28	75335	96927
29	75335	96927
30	75335	96927

	Kenmore	
	BA	MA
1	35791	42117
2	36947	43253
3	38677	45587
4	38677	47987
5	38677	50344
6	38677	52702
7	38677	55063
8	38677	57981
9	38677	60931
10	38677	63342
11	38716	65816
12	61689	68226
13	65820	72213
14	69888	76552
15	71164	79666
16	75403	82698
17	75403	85500
18	78401	88133
19	78586	89410
20	78771	90685
21	85552	94220
22	87511	96197
23	87511	96197
24	87511	96197
25	87511	96197
26	87511	96197
27	87511	96197
28	87511	96197
29	87511	96197
30	87511	96197

Cumulative Earnings		
1 - 5	207,080	226,850
1 - 10	429,160	490,500
1 - 15	672,240	802,250
1 - 20	957,820	1,189,900
1 - 25	1,366,400	1,667,400
1 - 30	1,792,980	2,144,900

Cumulative Earnings		
1 - 5	207,065	233,705
1 - 10	461,180	514,460
1 - 15	759,629	843,313
1 - 20	1,103,674	1,223,408
1 - 25	1,494,769	1,623,553
1 - 30	1,921,622	2,086,456

Cumulative Earnings		
1 - 5	175,600	229,797
1 - 10	369,919	498,004
1 - 15	598,596	818,020
1 - 20	922,096	1,245,252
1 - 25	1,298,771	1,729,887
1 - 30	1,675,446	2,214,522

Cumulative Earnings		
1 - 5	188,769	229,288
1 - 10	382,154	519,307
1 - 15	689,431	881,780
1 - 20	1,082,961	1,318,206
1 - 25	1,488,414	1,797,214
1 - 30	1,899,194	2,278,199

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