

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

BUFFALO TEACHERS FEDERATION,

Claimant,

-against-

THE SCHOOL DISTRICT OF THE CITY OF
BUFFALO a/k/a THE BOARD OF EDUCATION
OF THE CITY SCHOOL DISTRICT OF THE CITY
OF BUFFALO,

Respondent.

TO: THE SCHOOL DISTRICT OF THE CITY OF BUFFALO, a/k/a THE BOARD OF
EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO
801 City Hall
Buffalo, New York 14202

PLEASE TAKE NOTICE, that the Buffalo Teachers Federation (hereinafter "BTF"), hereby makes claims against Respondent, THE SCHOOL DISTRICT OF THE CITY OF BUFFALO, a/k/a THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO (hereinafter "District"), as follows:

1. The name and post office address of the Claimant is BTF, 271 Porter Avenue, Buffalo, New York 14201. The name and post office address for its representative is Matthew Kibler, Labor Relations Specialist, NYSUT, 271 Porter Avenue, Buffalo, New York 14201.
2. The nature of these claims is the Districts violation of § 209-d of the Public Employees' Fair Employment Act.

NOTICE OF CLAIM

2019 OCT 24 P 4 17

3. These claims occurred from a period of time beginning on or around September 25, 2019, and continuing until the present by virtue of the District's willful refusal to bargain in good faith and engage in actions including, but not limited to, regressive bargaining.

4. On September 25, 2019, representatives of the BTF and District exchanged initial proposals pertaining to the negotiation of a new collective bargaining agreement, to serve as a successor to the July 1, 2016 collective bargaining agreement. Copies of the initial BTF proposals submitted to the District are attached hereto as **Exhibit "A"**.

5. Of particular note in this matter is BTF proposal 75, pertaining to sick leave. Under the BTF proposal, personnel would be able to accumulate up to three hundred (300) sick days, up from the two hundred twenty (220) in the July 1, 2016 collective bargaining agreement. *See Exhibit "A" at BTF 75.*

6. Negotiating sessions between representatives of the District and BTF continued following the exchange of initial proposals, and the District and BTF continued discussions in order to make progress in a successor collective bargaining agreement. On October 17, 2019, representatives of the BTF and District exchanged additional documentation. This documentation included the District's responses to the initial BTF proposals, and is attached hereto as **Exhibit "B"**.

7. With respect to the District's response to the BTF, of the 84 proposals submitted, the Board accepted only three (3) proposals, rejected sixty three (63) proposals, provided counter proposals for thirteen (13) proposals, and offered other responses to five (5) proposals.

8. In the District's October 17, 2019 responses, the District included a counter-proposal to BTF 76, which was mistakenly labeled as BTF 75. The District counter-proposed

permitting the accumulation of sick days to two hundred fifty (250), but only allowing sell back of those days to two hundred twenty (220). *See Exhibit "B" at p. 6.*

9. During that same meeting, the BTF, presented documentation reflecting negotiating sessions, in an effort to come to an agreement on certain proposals. The goal of the BTF is to come to an agreement on proposals one by one, then discuss everything as a package. In order to get to that point, the BTF submits that an agreement of individual proposals is necessary. The documentation presented by the BTF is attached hereto as **Exhibit "C"**.

10. The BTF and District arranged to meet again to discuss proposals and counter-proposals on October 22, 2019. In the meanwhile, the BTF worked to identify common ground on proposals and counter-proposals, and which of these proposals and/or counter-proposals could be agreed upon by both the BTF and District.

11. In anticipation of that bargaining session, the BTF prepared correspondence detailing the approximately seventeen (17) items that it believed could be agreed upon by the BTF and District, following several weeks of negotiations. That correspondence is attached hereto as **Exhibit "D"**.

12. During the October 22, 2019 negotiation session, BTF provided the District with the approximately seventeen (17) items BTF identified as either previously verbally agreed to, or it reasonably believed would be agreed to by the parties. BTF's chief spokesperson signed each proposal to indicate tentative agreement on each of the respective items. *See Exhibit D.*

13. When presented with Exhibit D, the District's team caucused for approximately forty-five (45) minutes. Upon their return, the District indicated that they'd be preparing a counterproposal BTF proposal 2 and BTF proposal 48. *See Exhibit D.*

14. BTF's Chief Spokesperson asked the District's Chief Spokesperson if he'd be willing to sign off on the remaining items that were presented in Exhibit D, as they had already previously been verbally agreed to by the parties.

15. The District's Chief Spokesperson refused to sign off on the proposals contained in Exhibit D, specifically citing BTF's agreement to the District's October 17, 2019 counterproposal to BTF Proposal 75. The District's Chief Spokesperson stated that other BTF proposals may affect the District's position on BTF Proposal 75.

16. During prior bargaining sessions, the District indicated that it would "of course" approve any proposal it made.

17. During the October 22, 2019 bargaining session, the District indicated that would no longer be the case, particularly with BTF Proposal 75, which reflected the counterproposal presented by the District. Accordingly, the District refused to approve its own counterproposal presented to the BTF.

18. We respectfully submit that the District has engaged in regressive and therefore bad-faith bargaining. Specifically, the District's Chief Spokesperson made a counterproposal to BTF Proposal 75, which the BTF bargaining team ultimately accepted without modification, the District breached its obligation to negotiate in good faith. After the District gave clear assurances that it would "of course" approve any of its proposals, then it abruptly changed this position. It also, after the BTF's acceptance of its counterproposal, attempted to link it to other BTF proposals although it had not done so prior to the BTF's acceptance of the District's counterproposal. The BTF submits that such actions constitute bad faith by virtue of regressive bargaining.

19. This avoidance amounts to a refusal to negotiate in good faith in direct violation of § 209-d of the Public Employees' Fair Employment Act.

20. BTF unit employees have been injured by the District's willful refusal to negotiate in good faith with the BTF.

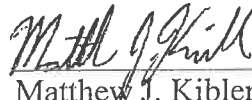
21. Claimant BTF respectfully makes claim and demands that the District:

- a. Cease its unlawful actions;
- b. Grant such other and further relief as may be just and proper.

WHEREFORE, Claimant serves notice and presents these claims to Respondent and demands adjustment and resolution of the same.

Dated: Buffalo, New York
October 24, 2019

Respectfully Submitted,



Matthew J. Kibler
Labor Relations Specialist
New York State United Teachers
271 Porter Avenue
Buffalo, New York 14201
mkibler@nysutmail.org

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF ERIE)

PHILIP RUMORE duly sworn says:

I am the President of the BUFFALO TEACHERS FEDERATION, the named Claimant, and am acquainted with the facts and circumstances of this matter, have read the foregoing Notice of Claim, and know its contents to be true, except as to those matters alleged upon information and belief. As to those matters alleged upon information and belief, I believe them to be true. The ground of that belief is a result of my personal knowledge and general investigation of the facts of this matter.


PHILIP RUMORE, BTF President

Sworn to before me this
24th day of October 2019


Notary Public – New York State

LUPE SAUER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES JANUARY 31, 2023