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Editor
The Buffalo News
One News Plaza
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Please accept this as a "My View" column article.

ON HYPOCRISY

In reference to the *Buffalo News*' editorial –

- In February 2005, in negotiations for a new contract, one of the Buffalo District's proposals was to eliminate the four contract options and move to a single health carrier. The BTF stated that it made sense to do so and would agree to do so as part of the new contract.
- In May of 2005, the Superintendent and School Board, rather than negotiate their proposal for a single health carrier, voted to impose one.
- The BTF filed a grievance as we could not have this unilateral action set a precedent.
- In August 2005, in a callous and vindictive act, the Superintendent met with certain teachers (Attendance, Librarians, and School Counselors) and told them they were going to be laid off but they could keep their jobs only if they convinced the BTF to drop its grievance. Everyone knew that dropping the grievance under such a threat would set an unacceptable precedent. The teachers were subsequently terminated.
- With what many consider one of the harshest rebukes to any public employer ever (see www.btfny.org go to "What's New/Call to Action" look under "Other News", "Read Arbitrator Dana Edward Eischen's Oct. 23, 2006 single carrier arbitration decision"*), an arbiter ordered the District, since it had violated the contract, to reinstate the multiple carriers and rehire the teachers.

- Even though the BTF, since 2005, has repeatedly indicated our willingness to negotiate a new contract that includes going to a single carrier, the Superintendent and Board have gone to every court available to impose a single carrier rather than negotiate.

It is the Superintendent and Board, not the BTF, who have, for years, dragged this through the courts costing the District, taxpayers and our students over \$200,000.00 in legal fees.

Now, once again, rather than negotiate the proposal that the District itself brought to the negotiating table, the Superintendent is attempting to circumvent our contract by not following the Arbiter's ruling and the ruling of the State's highest court.

Yet, *The Buffalo News* and others blame Buffalo teachers.

What would *The Buffalo News* (or anyone) do if you had signed a contract with an agent to supply new trucks from dealer "A" who had an excellent reputation; however, the agent, since he would greatly increase his profit, in violation of your contract with him, decided to supply the same or similar trucks from dealer "B" who did not have a good reputation and did not provide the same (better) dispute resolution process?

And what if, in addition, you could only use dealer "B" to service and repair all your vehicles?

Further, what if the vendor also refused to discuss how he would spend the greatly increased profits, which resulted from his violation of your contract with him, e.g. hiring friends, purchasing expensive and useless products, rewarding friends, taking people to dinner, funding corporate retreats, funding programs which have proven ineffective, etc

What would *The Buffalo News* (or anyone) do when a vendor, who was now making a much larger profit, uses every legal means to impose the lesser dealer, a different product and exclusive service contract on you in violation of the contract you both signed? You would be forced to defend yourself as we have.

There would be editorials and stories in *The News* against the agent who had broken the contract and dragged *The News* through the courts.

The News villainizes the victim of the wrong, not the wrongdoer.

There are names for such a view of the world – hypocrisy, one-sided.

Sincerely,



Philip Rumore, President
Buffalo Teachers Federation