

**AGREEMENT BY AND BETWEEN
THE CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO
AND THE BUFFALO TEACHERS FEDERATION**

CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO'S "PACKAGE PROPOSAL"

THE FOLLOWING IS THE DISTRICT'S PACKAGE PROPOSAL FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT. ANY AGREEMENT IS TENTATIVE AND MUST BE APPROVED AND RATIFIED BY BOTH PARTIES. THIS PACKAGE PROPOSAL IS BEING MADE WITHOUT PRECEDENT OR PREJUDICE TO THE DISTRICT'S INTERPRETATION OF THE EXISTING COLLECTIVE BARGAINING AGREEMENT.

MARCH 17, 2022 – CORRECTED VERSION

Duration of Contract

Contract Provision: Article XLII

This Agreement shall be effective as of the date of ratification through June 30, 2026.

Professional Compensation

Contract Provision: Article XXV

I. Signing Bonus (Article XXV(A))

- i Teachers employed by the District at the end of the 2020-2021 school year, who continue to be employed by the District as of the date of ratification of this Agreement shall receive a one (1) time bonus in the amount of 5% of their annual salary as of the date of ratification of this Agreement.

II. Salary Schedules (Article XXV(C) and (D)(1))

- a. Effective upon ratification of this Agreement, teacher and psychologist salaries shall be increased by 4%.
- b. Effective July 1, 2023, teacher and psychologist salaries shall be increased by 5%, or 3.94% if the parties agree to include a form of step compression.
- c. Effective July 1, 2024, teacher and psychologist salaries shall be increased by 2.5%.
- d. Effective July 1, 2025, teacher and psychologist salaries shall be increased by 4% or 2.94% if the parties agree to include a form of step compression.

III. Salary Schedules (Article XXV(C) and (D)(1))

- a. Effective July 1, 2023, Step 16 will be eliminated from the teacher salary schedule.
- b. Effective July 1, 2025, the new Step 16 will be eliminated from the teacher salary schedule.

Employee Benefits - Health Insurance

Contract Provision: Article XXVI(2)

I. Health Insurance Plans (Article XXVI(2)(A)(1))

Amend “Health Care Coverage, The District will provide health insurance coverage (one indemnity and 3 HMO-type plans) with Blue Cross/Blue Shield of Western New York serving as the Third Party Administrator. Employees covered under this Agreement will have the option of participating in one of the four (4) Blue Cross/Blue Shield plans in effect at the time of ratification. Teachers may enroll in either the family plan or the individual plan coverage.” **to read** “Health Care Coverage, The District will provide health insurance coverage (one indemnity and one POS plan) through a mutually agreeable Third Party Administrator. Employees covered under this Agreement will have the option of participating in one (1) of the two (2) plans in effect 30 days after ratification. Teachers may enroll in either the family plan or the individual plan coverage.”

II. Active Employee Health Insurance Cost Contributions (Article XXVI(2)(A))

Enrolled, full time teachers shall contribute 20% towards the premium (or “premium equivalent”) of their selected health care plan. This includes all active full time teachers, as well as all full time teachers hired after this Agreement is ratified.

III. Retiree Health Insurance (Article XXVI(2)(A)(10))

Teachers who retire between ratification of this contract and June 30, 2022 and their spouse and eligible dependents shall be required to enroll in a District defined Medicare Advantage Plan, or plan with a substantially equal plan of benefits, when Medicare eligible.

- a. Upon ratification of this Agreement, teachers that retire shall contribute 20% toward the premium (or “premium equivalent”) in retirement.
- b. Delete the language “The contribution required at a teacher’s effective date of retirement is fixed at that amount.”
- c. Teachers that are hired after July 1, 2022 are not eligible for District provided health insurance in retirement.

Teacher Transfer Process

Contract Provision: Article XIV

I. Article XIV(A-G) replaced with the following:

Article XIV – Teacher Transfers

- A. The District will open an Online Intention to Transfer Portal whereby teachers may communicate their requests to transfer electronically.
- B. The Online Intention to Transfer Portal will be open from the first week of March up to and including the first week of May.
- C. Teachers may submit an intention multiple times until the portal closes. Withdrawal of any transfer requests may also be made utilizing the portal. The most recently submitted intention will supersede those previously submitted. Each time an intention is submitted, an automated email will confirm receipt of same.
- D. Teachers who are displaced through the Budget process, reduction in force or involuntarily transferred will be notified and automatically included in the transfer process.

- E. Teachers will meet privately with Principals before transferring to a school. Principals will share expectations and programmatic information. Principals will also share if they believe a teachers is a fit for a school. HR will review the fit recommendations from the Principal to evaluate the following: Does the vacancy require specialized skills:
- a. Bilingual;
 - b. Montessori;
 - c. Advanced Placement Experience;
 - d. Rigorous Instrumental Program;
 - e. PE w/Health or Life Guard Certification;
 - f. Unique programmatic needs;

Other factors being equal, in the judgment of the Board, the teacher with the greatest length of time in the Buffalo Public Schools System shall select from available vacancies by contractual seniority in their tenure area. The Associate Superintendent for Human Resources will make the final determination regarding a teacher transfer, in accordance with the collective bargaining agreement.

For teachers in a vacancy of .4 or above and the position becomes full time, the teacher will have the right of first refusal to the full time position. Teachers will also have the right of first refusal to full time positions that become .8 and are matched with another school with a .2. Teachers who work on a multi-school campus will have the right of first refusal, by seniority, to FTE changes that still amount to a 1.0 FTE position at the school campus.

Principals or their administrative designee may be in attendance to meet privately with teachers.

Once all vacancies are filled, the transfer process for that tenure area will end. If there are no vacancies in a particular tenure area, then there will be no Transfer Day for that tenure area.

II. Article XIV(K)

Change "Associate Superintendent for Instructional Services" to "Associate Superintendent for Human Resources."

Employment and Termination of Personnel

Contract Provision: Article XII

I. Hiring of Athletic Coaches

Include the previously drafted MOU regarding the hiring of Athletic Coaches to the Collective Bargaining Agreement by reference.

II. Hiring of Teachers During the Summer (Article XII(G)(1))

Amend to change "number of years of summer employment" to "District seniority."

Teaching Schedules

Contract Provision: Article VIII

- a. Article VIII(A)(1): Modify the current language to delete “For the 2018-2019 school year (July 1, 2018 to June 30, 2019) only,” such that the language will read “The District may change the starting and ending time 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 January 1st of the year in which the change will take effect (e.g. notice must be provided on or before January 1, 2023 for a change to take effect for the 2023-2024 school year);
 - 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 7:50 a.m. and end no later than 4:05 p.m.”
- b. Article VIII(A)(2): Delete in entirety from “In those schools not affected...” to “Associate Superintendent of Instructional Services and the Federation.”
- c. Article VIII(B)(1): Amend 42 weeks to 44 weeks.
 - i. Two professional development days may be used during the last week in August prior to the opening of school.
- d. Article VIII(B)(2): Change 42nd week to 44th week.

Teaching Load and Assignments

Contract Provision: Article X

- I. **Article X(A)**
Amend 240 to 255.

- II. **Flexible Scheduling**
Insert a new provision regarding the implementation of flexible scheduling based on the learning needs of the student population at buildings.