

# **PROPOSED TENTATIVE AGREEMENT**

Buffalo City School District and the Buffalo Educational Support Team  
for a Successor Agreement to the  
2008 – 2012 Collective Bargaining Agreement

Any contractual language not specifically addressed herein remains unchanged and in full effect. The tentative agreement on all issues is not final and binding until it has been reviewed by the Buffalo Fiscal Stability Authority.

Subject to the ratification by the Buffalo City School District, and the Buffalo Educational Support Team, the parties agree to the following:

## **Article III – Union and Board Rights**

### **F. Union Dues**

- i. Union membership dues shall be deducted each pay period from the wages of each employee who has voluntarily filed with the District the appropriate written form authorizing such deduction provided the form has been filed ten (10) calendar days prior to the payroll period during which deduction is to be made.
- ii. The dues deduction form will be created and provided by the Union.
- iii. Membership dues authorization shall continue from year-to-year unless revoked in writing by the member.
- iv. Withdrawal of payroll deduction must be made in writing using form Appendix XXX to the District's business office and the employee should notify the Union of the employee's withdrawal of payroll deduction. The District must notify the Union within ten (10) business days of the receipt of employee's withdrawal of payroll deduction. In the event the District does not notify the Union within ten (10) days and, as a result thereof, the Union is not able to obtain dues, the District shall be responsible for payment equal to the dues amount payroll to payroll until the District notifies the Union.
- v. The aggregate total of all such deduction, together with a listing of all those employees from whose wages the deductions have been made will be remitted to the Union treasurer on a monthly basis. Such notice will also include a listing of unit members from whom deductions have not been made.
- vi. In the event an employee notifies the District that he or she has revoked his or her membership from the Union, irrespective of payroll deduction status, the District must notify the Union of the member's statement within ten (10) business days of the notice provided by the employee to the District.
- vii. If unforeseen circumstances reasonably prevent the District from providing the required notices of this article and section to the Union within ten (10) days, such notice will be extended to ten (10) days from the conclusion of the unforeseen circumstance.

## Appendix XXX

### Revocation of Dues Authorization

Subject to New York State Civil Service Law Section 208, I hereby authorize my employer to cease the deduction of any and all membership dues from my salary/wages in each pay period currently in force. This is a voluntary revocation of the dues deduction and shall be irrevocable unless I submit a new dues deduction authorization form.

This authorization supersedes any prior check-off authorization form I have signed. I recognize that my authorization of dues deduction revocation is voluntary and not a condition of my employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

*This form must be transmitted to Buffalo Public Schools Payroll Department and the Buffalo Educational Support Team*

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#### [OFFICE USE ONLY]

Pursuant to the previously signed membership re-enrollment card signed by the above employee on \_\_\_\_/\_\_\_\_/\_\_\_\_, dues payroll deduction will continue until \_\_\_\_/\_\_\_\_/\_\_\_\_.

#### M. Evaluation.

**Amend lines 26-27** "The Committee agrees to meet within 30 days following ratification of the agreement to discuss the current evaluation instrument for teacher aides and assistants and determine if any adjustments need to be made. *The Committee will report the results of their deliberations no later than 120 days from their initial meeting.*"

**New Section - Unit Member Support.** The District shall provide unit members with necessary training to complete their jobs. The parties agree that the District may implement a virtual learning model for students, and agree it is the responsibility of the District to provide members with appropriate materials, technology and supplies to perform the essential functions of their job in a virtual learning model at their work location.

## Article IV – Hours of Work

### Section 6. Summer Employment:

Total full-time service with the District shall be the determining factor in making selections for summer employment, except as follows:

- 1) In those instances where bilingual abilities may be required; and
- 2) In those instances where an aide is specified in the IEP to work with one or more handicapped pupils who are attending a summer school program
- 3) *All teacher aides and assistants at School 84, OTC, and Western New York Day Treatment provided the following procedure is observed:*
  - i. *Available assignments will first be offered to the person who served in the position during the school year immediately preceding the summer assignment, provided that the unit member has at least five (5) years of service in the District.*
  - ii. *If any assignments remain unfilled, they will be offered in order of seniority to all members who worked in that facility during the school year immediately preceding the summer assignment.*
  - iii. *If any assignments remain unfilled, they will be offered in order of seniority to all members districtwide.*

In the instances listed in 1 and 2 above, those employees will have the opportunity to work in their same location and assignment if summer employment is available there.

Employees desiring summer work will notify the Human Resources Department, in writing by mail or electronically, during *April* of each year, of their availability and desire to work during the summer. *The District shall make reasonable efforts to notify the unit members of summer employment by June 15 as determined by budgetary circumstances and planning for summer school each year.* If an employee fails to respond after two attempts at contact, Human Resources may proceed to the next employee on the list. Employees who work during the summer recess periods will be compensated at their regular rate of pay.

**New Section – Unit Member Position Responsibilities**

- i. Unit members shall be assigned in accordance with their appointment by the Board and all relevant laws and regulations.
- ii. When a unit member is assigned outside his/ her appointment to provide primary support to a District classroom in order to ensure safety and maintain student focus in the classroom in the absence of the a regular classroom teacher or substitute teacher, he/ she will receive a \$5.00 per hour stipend which shall be added to the unit member's normal rate of pay for the duration of the assignment.
- iii. In order to qualify for the aforementioned stipend, the assignment must be at least one hour in duration.
- iv. If a unit member is so assigned to teaching position for an entire day, then the member will assume the schedule of the position to which he/ she was assigned.

## Article V – Rates of Pay

Strike Sections 1 – 6, and 9. Replaced with the below. Wage increases are not retroactive. Only active employees at time of ratification are eligible for wage increases.

### Section 1. Hourly Rate Schedules:

Effective July 1, 2021 the hourly rates of pay under this contract will be based upon the Schedules set forth below. Hourly rates of pay will increase on the employee's anniversary date.

- i. The hourly rates of pay for Health Care Aides shall be:

	2021-22	2022-23	2023-24	2024-25
1st year of service	16.70	17.07	17.46	17.85
2nd year of service	17.22	17.60	18.00	18.40
3rd year of service	17.74	18.13	18.54	18.96
4th year of service	18.28	18.69	19.11	19.54
5th year of service	18.80	19.22	19.65	20.09

- ii. The hourly rates of pay for Teacher Aides shall be:

	2021-22	2022-23	2023-24	2024-25
1st year of service	15.26	15.60	15.95	16.31
2nd year of service	15.99	16.35	16.72	17.09
3rd year of service	16.59	16.96	17.34	17.73
4th year of service	17.18	17.57	17.96	18.37
5th year of service	17.69	18.09	18.50	19.01

- iii. The hourly rates of pay for Teaching Assistants shall be:

	2021-22	2022-23	2023-24	2024-25
1st year of service	20.00	20.45	20.91	21.38
2nd year of service	20.50	20.96	21.43	21.92
3rd year of service	21.00	21.47	21.96	22.45
4th year of service	21.50	21.98	22.48	22.98
5th year of service	22.00	22.50	23.00	23.52

### Section 8. Longevity

Effective July 1, 2021 each employee who has completed the years of service set forth in Column I below shall receive annually, in addition to his salary, the payment set forth in Column II for each appropriate year:

<u>Years of Service</u>	<u>Longevity Amount</u>
9 years of service	\$575
14 years of service	\$1150
19 years of service	\$1750
24 years of service	\$2100
29 years of service	\$2500

Employees will receive credit for all years of service for purposes of longevity. Time spent on an unpaid leave of absence does not count toward years of service for longevity purposes. Example: If a unit member has 13 years of service and takes a six-month unpaid leave of absence, this unit member's date of service will be adjusted by moving forward his/her service date by six months.

### Section 10. In Service Training

Strike \$6.25 – replace with hourly rate.

### New Section. Unit Members Working with Students with Special Physical Management Needs

- i. Compensation
  - a. Any teacher aide or teaching assistant whose duties require the fulfillment of special physical management needs, as defined below, shall receive an additional \$2.00 per hour.
  - b. The employee must commit to provide the hygiene support by the semester or until the student is appropriately trained for toileting. Staff assigned are only eligible for this additional amount on the days he/she physically reports to work. An employee not physically present for any reason on a day will preclude that employee from receiving the stipend.
- ii. Definition

A "Student with Special Physical Management Needs" is defined as a student who requires toileting involving hygiene and/or diapering and/or physical assistance in the toileting process.
- iii. Determination of Need
  - a. The Superintendent or his/ her designee shall determine whether the child qualifies as having special physical management needs.
  - b. The Superintendent or his/ her designee will review the information and upon recommendation and will make the determination whether or not a unit member will receive the additional stipend associated with working with a student with special physical management needs. If the Superintendent or his/ her designee determines the student has special physical management needs, the unit member will receive the additional stipend for the duration of the assignment. If the Superintendent or his/

her designee determines that the student does not have special physical management needs, the unit member will not receive the additional stipend.

iv. Assignment

- a. All unit members who rotate through the performance of the special physical management needs duties on a regular basis are eligible for the stipend. Unit members not assigned to perform the special management physical management needs duties shall not be eligible for the stipend.
- b. In the absence of an assigned unit member, a unit member who is assigned to act in their absence for the student with special physical management needs shall be eligible for the stipend for the duration of the assignment.

v. Notification and Training

- a. A duty statement will be given to each unit member that will provide information regarding special physical management needs and will identify how assistance will be provided and shall receive training within the first two weeks of assignment as the procedures to be followed.
- b. The District will provide an appropriate location to support the student with special physical management needs as well as appropriate personal protective equipment to protect the unit member from bodily fluids and contact with other potential pathogens. Unit members assigned during the school year shall be provided training within two weeks of the assignment.

Section 16. Signing Bonus

Each current and active full-time unit member who was on the payroll in the 2020-2021 school year will receive a one-time bonus for the amounts specified below for their years of service as of July 1, 2021. Part-time unit members shall be entitled to half of the bonus for their rate of pay. The bonus shall be paid in a separate check within sixty (60) calendar days of the effective date of this agreement.

Years of Service	Bonus
<1	\$0
>1-2	\$200
>2-3	\$300
>3-4	\$750
>4-5	\$1,000
>6-10	\$1200
>11-15	\$1600
>16-20	\$2000
21+	\$2500

## **Article VI – Holidays**

- A. Independence Day will be included in this article if unit members are required to report to summer employment work prior to Independence Day.
- B. Labor Day will be included when unit members are required to report for work for the commencement of the new school year prior to Labor Day.

## **Article VII – Sick Leave**

### **Strike Section 2 – Sick Leave Bank**

#### New Section – Medical Certificate

A medical certificate from the employee's personal physician or physician retained by the Board of Education may be required in connection with any absence on account of illness for three consecutive days or more, with any absence before or after a holiday, or with any employee that demonstrates a pervasive absenteeism issue.

#### New Section – Sick Leave Incentive

Unit members will have the opportunity to earn four (4) incentives per year. The first incentive period shall be from September through November 15, the second incentive period shall be through November 15 through January 31, the third period incentive period shall be February 1 through April 15, and the fourth period from April 16 through June 30. Unit members who do not use a sick day during a period shall earn \$150 per period. Unit members who use one sick day during a period shall earn \$75 period, and unit members who use two sick days during a period will earn \$50. The use of approved personal days shall not count against the attendance for this incentive. Individuals on Workers Compensation are not eligible for the sick leave incentive.

#### New – General Leave

- i. BEST members may apply to the Board of Education for up to a one (1) year unpaid leave of absence for the following reasons:
  - a. The unit member or a member of his/her immediate family (parent, spouse, child, or family member living with the unit member) has a serious illness, or
  - b. The unit member demonstrates some other reason for the leave that is acceptable to the Board.
- ii. Any leave allowed by the Board under this provision shall not set a precedent for future leaves.
- iii. The Board shall have complete discretion to grant or deny the requested leave in whole or in part. The Board may request documentation to support the reason for



- the leave. Any decision rendered by the Board is not subject to the grievance procedure.
- iv. The leave period shall not be counted in computing service credit, and the member's seniority date shall be adjusted accordingly.
  - v. A unit member with five (5) years of service or more may elect to continue their health insurance coverage for the duration of their approved general leave for up to one year provided the unit member continues to pay their premium contribution.
  - vi. When possible, the leave should be requested at least thirty (30) days prior to the start of the leave.
  - vii. Employees approved for a leave will still be eligible to work as a per diem substitute aide or assistant upon making the request and that request being approved by the District.

### **Article XIII – Health Insurance Benefits**

**Replace Section 1, a & b with the following:**

- A. Transition of Administration. Effective January 1, 2023 the parties agree that the District shall administer health insurance for active and retired unit members. Beginning January 1, 2022, the parties agree to work cooperatively with each other in regard to the exchange of relevant information to effectuate the District administration of the unit members health insurance program. The parties agree that the District may perform an audit of the health insurance program prior to the transition at District expense.
- B. Plan. All current eligible employees covered by this agreement shall be entitled to receive the Traditional Blue POS 204/ 204 Plus/ Class 0048019 00B6 plan. Eligible Unit members will be transitioned to this plan of benefits within 60 calendar days of ratification. To be eligible an employee must work at least six (6) hours a day, (30 hours per week). Employees who participate in the health insurance shall contribute annually the following rates prior to taxes, (unless the employee opts out) in each bi-weekly pay:
  - a. Effective July 1, 2021: \$250.00 Single /\$500.00 Family
  - b. Effective July 1, 2022: \$275.00 Single/\$550.00 Family
  - c. Effective July 1, 2024: \$300.00 Single/\$600.00 Family.
  - d. For the current contract year, the contribution shall commence after both the Union and the Board of Education have ratified the agreement (hereinafter, "the ratification date.")
- C. New Employees. New employees shall be eligible for coverage effective on the first day of the month following completion of their health insurance enrollment forms.
- D. Coverage During a Leave of Absence. For an employee is on an approved medical, general, family leave of absence, it is understood that the employee must contact the Benefits Office to arrangement for payment of health insurance. Failure for the unit

member to pay health insurance premiums shall result in termination of health insurance provided the unit member has been served notice of pending termination of benefits and provided an opportunity to pay.

- E. Notification. It is the obligation of the employee to advise the BPS's Benefits Office of any changes in family status that impacts the BPS's cost of health insurance, within thirty calendar days of a life event, e.g. divorce, death or dependent's loss of eligibility. An employee's failure to notify the BPS's Benefits Office of a change in family status, which results in an unnecessary expenditure, will result in the payroll deduction of such costs from the employee, as determined by the District.
- F. Spousal Eligibility. Where the spouse of an employee of this bargaining unit are eligible for health insurance benefits through employment with the BPS or the City of Buffalo, only one spouse may accept such coverage and then only for family coverage. The choice of which insurance plan to enroll in (BPS or City of Buffalo) shall lie with the employee.
- G. Open Enrollment. An open-enrollment period will be held each year for members of this bargaining unit, for the purpose of adding eligible dependents to their insurance, who were not added during the 30-day window following an event. It is understood that the employee will be responsible for completing dependent verification documents requested by the BPS.
- H. Re-Enrollment. At the request of the District, employees will be required to re-enroll in their health insurance plan.
- I. Insurance Committee. The Union agrees to participate in a District insurance committee which will review all aspects of health insurance including but not limited to the plan of benefits, usage, and costs of health insurance. Any change to the third-party administrator, provider, benefits or plans shall first be negotiated by the parties and mutually agreed to prior to implementation. The Union shall have a seat on the selection committee if an RFP for health insurance provider is contemplated.

C.ii. – Unit members hired post ratification of the agreement are not eligible for retiree health care.

D. Add the following d – g.

- i. Active Employees who retiree under this agreement shall be provided the Traditional Blue POS /204 Plus/Class 00418020 B028 health insurance plan and contribute toward the cost what they contribute as active employees. Retiree health insurance shall be governed by the terms below.
- ii. Employees who retire under this CBA, who enroll in BPS health insurance, shall be required to enroll in Medicare Parts A and B upon eligibility (age 65 or earlier if disabled). In addition, in the instance where the retiree has family coverage, their spouse and dependents shall enroll in Medicare Parts A & B upon eligibility (at age 65 or earlier if disabled). All employees (and eligible dependents) who retire under

this CBA, shall be required to pay 100% of the costs of Medicare Part B. Failure to maintain continuous participation in Medicare Parts A and B will result in cancellation of health insurance with the BPS.

- iii. For employees eligible for health insurance in retirement only, the District will provide, and retirees must enroll in, the District provided Medicare Advantage Plan (In or Out of Area.) In the instance where a retiree has family coverage and reaches the age of Medicare eligibility, or when a dependent of a retiree becomes eligible for Medicare, the individual who becomes eligible for Medicare must move to the District's Medicare Advantage Plan. The remaining family members shall be permitted to participate in a plan of benefits described in the Section above and the retiree will be responsible for the annual payments as set forth above. Retirees and their family members that enroll in District's Medicare Advantage are responsible for continuing to pay the contribution toward health insurance as set forth above.
- iv. Married retirees who wish to provide health insurance coverage to their spouse must be married to that person on the date of retirement. Retirees cannot add a spouse to their insurance plan after retirement. Only the spouse on the plan on the date of retirement shall be eligible for health insurance coverage.
- v. It is the obligation of every retiree to advise the BPS's Benefits Office of any changes in family status that impacts the BPS's cost of health insurance. A retiree's failure to notify the BPS of a change in family status, which results in an unnecessary expenditure to the BCSD, shall obligate such retiree to reimburse the BCSD for such costs, or the retiree coverage shall be terminated.
- vi. In the event of divorce of the retiree, coverage for the spouse shall cease as of the date of the divorce. In the event of a death of the retiree, coverage for the spouse shall cease at the end of the month of the retiree's death. Surviving spouses of retirees, who were participating in BPS benefit plan and are not entitled to enroll in coverage because they were not employed by the BPS, will be provided the opportunity to exercise their COBRA rights. If the spouse is a BPS retiree who is qualified for insurance in their own right, then they shall be given the opportunity to enroll in their respective plan of benefits.
- vii. A retiree of this bargaining unit who is qualified for health insurance at retirement and has chosen not to enroll in the BPS plan during retirement because they are covered under another plan has the right to return to the plan of benefits they were qualified for at retirement upon application for insurance.
- viii. Retirees of this bargaining unit who retire on or after ratification of this agreement are not eligible for a waiver payment in lieu health insurance.

## **Article XIV – Seniority**

Section 9, part A, Line 7 – Add the word “electronic.”

## **Article XIX – Disciplinary Action**

Line 35 add “or his/ her designee”

## **Article XXIV – Use of Personal Auto**

Line 31, change \$.35 to per mile to the IRS rate.

## ***New Article – Dress Code***

Unit members shall not wear clothing or shoes that contain derogatory or profane images or words which are unsafe or overly revealing.

## ***New Article – Management Rights***

Except as otherwise provided in this Agreement, the District retains all the powers, rights, authorities and prerogatives conferred upon it by the laws of the State of New York including the exclusive right to plan, direct and control its operations and property and carry out the ordinary and customary functions of management.

## ***New Article – Notice of Separation***

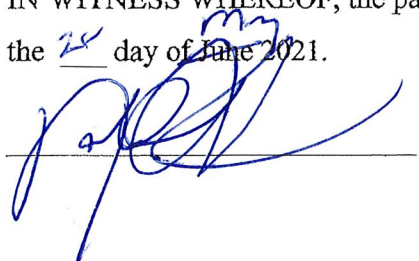
Employees make all reasonable efforts to provide the District with 30 calendar days’ notice of retirement or resignation.

## **Article XXIX – Terms of Agreement and Subscription**

Unless modified, this section shall remain the same. New language shown via ***bold italics***, to read in full as follows:

This Agreement shall be effective as of the first day of July 1, 2012 and shall remain in full force and effect until the 30th day of June **2025**.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the 28 day of June 2021.



for the District

for the Association