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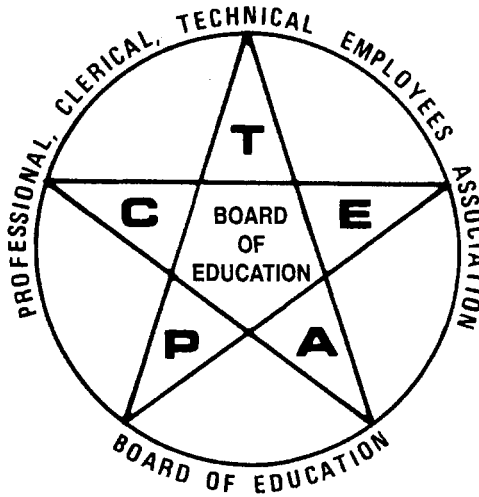
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GEN / 4660

**BUFFALO PUBLIC SCHOOLS
BUFFALO, NEW YORK**

A G R E E M E N T



**BETWEEN THE
BUFFALO BOARD OF EDUCATION
AND
PROFESSIONAL, CLERICAL
AND TECHNICAL
EMPLOYEES' ASSOCIATION**



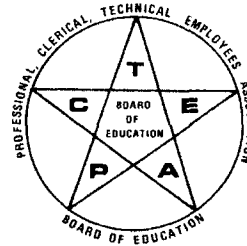
**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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7/1/01 - 6/30/04

ADMINISTRATION

524



**BOARD OF EDUCATION
PROFESSIONAL, CLERICAL, TECHNICAL
EMPLOYEES ASSOCIATION**

DEAR FELLOW EMPLOYEES:

THE NEGOTIATING TEAM IS PLEASED TO PRESENT OUR COLLECTIVE BARGAINING AGREEMENT TO YOU, OUR MEMBERS. THE CONTRACT RUNS FROM JULY 1, 2001 THROUGH JUNE 30, 2004.


WHEN OUR NEGOTIATIONS OPENED IN DECEMBER 2000, WHAT A DIFFERENT WORLD WE WERE IN. WE JUST FINISHED SETTling THE PRESIDENTIAL ELECTIONS AND SEPTEMBER 2001 WAS NOT EVEN A BLIP ON OUR RADAR SCREEN. THE DISTRICT AND THE UNION SPENT THE FIRST FEW MONTHS EXCHANGING IDEAS AND DEFENDING THEIR POSITIONS. THE UNION FELT GOOD ABOUT STATE SURPLUSES BEING FORECASTED. THE ECONOMY WAS IN GOOD SHAPE AND WE EXPECTED TO GET A GOOD CONTRACT.

SEPTEMBER 11, 2001 WAS THE END OF INNOCENCE. ON THAT SUNNY SEPTEMBER MORN, MORE THAN 2000 LIVES WERE LOST. THE SURPLUS FROM VILLAGES, TOWNS, STATES AND THE FEDERAL GOVERNMENT ALL BUT DISAPPEARED. LIKE THE COURT CASES OF 5 YEARS AGO, IT THREW THE NEGOTIATIONS A CURVE. BOTH TO THE CREDIT OF THE DISTRICT AND THE UNION, WE KEPT TALKING HOPING TO FIND FUNDS TO PAY FOR THIS CONTRACT. THE DISTRICT ALSO WAS STILL REORGANIZING UNDER THE COUNCIL OF GREAT CITY SCHOOLS REPORT.

OUR TEAM, LED BY ROSEMARY BATTAGLIA AND ASSISTED BY ALICE GARNER, PEG TABONE, MARGARET LATONA, JOE KICK AND MYSELF, WITH THE VALUED ASSISTANCE OF PAUL WEISS OUR ATTORNEY, WAS ABLE TO CRAFT A COLLECTIVE BARGAINING AGREEMENT THAT WAS ACCEPTABLE TO THE DISTRICT. THROUGH ALL OF THESE TRIALS, YOUR NEGOTIATING TEAM FOCUSED ON BRINGING YOU, THE MEMBERS, A CONTRACT THAT WE ALL CAN BE PROUD OF.

REMEMBER - PCTEA, WE MAKE IT HAPPEN!

SINCERELY,


JAMES FRANCIS GALLAGHER
PRESIDENT

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AGREEMENT

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THIS AGREEMENT entered into by the Board of Education of the City of Buffalo (hereinafter referred to as the Board or Employer), and the Buffalo Board of Education Professional, Clerical and Technical Employees' Association (hereinafter referred to as the Union).

Article 1

RECOGNITION AND PURPOSE

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries and wages, hours of work, and other terms and conditions of employment and the administration of grievances arising thereunder for the term of this Agreement, pursuant to the provisions of the Public Employees Fair Employment Act, as amended, and hereby grants the Union unchallenged representation status in a negotiating unit consisting of all positions in the job titles listed in Schedule A of this Agreement for the maximum period permitted by law.

Article 2

NEGOTIATIONS AND IMPASSE PROCEDURES

(a) The Board and the Union agree to begin negotiations concerning a successor or amended contract no later than November 15th of the final year of the contract. **However, this date may be extended by written mutual agreement of representatives of both parties.**

Any contract proposals to amend the current contract shall be reduced to writing by the Board and the Union, and shall be submitted no later than November 15th. **However, this date may be extended by written mutual agreement of representatives of both parties.**

(b) The Board shall make available to the Union upon request, information, statistics and records relevant to negotiations.

(c) If the parties fail to reach agreement by March 1st, thereafter, either party may declare that an impasse has been reached and submit the unresolved issues to the Public Employment Relations Board requesting the Board to render assistance as provided in Section 209 of the Civil Service Law. Any costs or expenses resulting from such assistance shall be borne equally by the parties.

(d) In any negotiations described in this contract, each party shall have the right to select its own consultants and representatives from within or outside the school district. It is recognized that no final agreement between the parties shall be effective without ratification by the Board and by the membership of the Union.

**Article 3
BARGAINING UNIT - JOB TITLES
AND SALARY**

Effective July 1, 2001, the Board of Education shall pay all employees represented by the Union a salary increase of three and one-half (3.5%) as found on Salary Schedule A.

Effective July 1, 2002, the Board of Education shall pay all employees represented by the Union a

1 salary increase of three and one-half percent (3.5%)
2 as found on Salary Schedule B.

3 Effective July 1, 2003, the Board of Education
4 shall pay all employees represented by the Union a
5 salary increase of three percent (3%) as found on
6 Salary Schedule C.

7 The following job titles will receive the same pay
8 increases as listed above:

JOB TITLE	EFFECTIVE DATE	HOURLY RATE
Night School Clerk	July 1, 2001	\$15.73
	July 1, 2002	\$16.28
	July 1, 2003	\$16.77
Night School Security Officer	July 1, 2001	\$16.03
	July 1, 2002	\$16.59
	July 1, 2003	\$17.09
Night School Auditor	July 1, 2001	\$20.22
	July 1, 2002	\$20.93
	July 1, 2003	\$21.56

Only by prior consent of the Union may work currently assigned to the employees of this bargaining unit be assigned to employees outside this bargaining unit.

**Article 4
UNION SECURITY**

Section 1. Agency Shop

(a) Any present or future employee represented by the Union who is not a Union member and who does not make application for membership shall have deducted from his/her wage or salary the amount

equivalent to the dues levied by such employee organization. The Board shall make such deductions and transmit the sum so deducted to such employee organization, provided, however, the employee organization has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro-rata share of expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment.

(b) For the purpose of this Agreement, the term "employee" shall mean, unless otherwise specified, only permanent, probationary, or provisional personnel, or those who have been in Board Service on a full time basis for six (6) consecutive months or more. Daily and seasonal workers are not covered by the terms of this Agreement.

(c) The employee organization shall indemnify and hold harmless the Board of Education and its officials or employees from any causes of action, claim, loss, or damage incurred as a result of the employer's deduction of any agency fee from any employee. The employee organization shall have no right or interest in any agency fee deduction until such collected monies are actually paid to the employee organization. Upon the forwarding by mail of payment of the agency fee deduction to the last known address of the employee organization, the Board of Education and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the employee organization.

Section 2. Membership Dues and Insurance Program Deduction

(a) The employer shall deduct union membership dues each pay period from the wages of those employees who have filed with the employer appropriate written and individually signed authorization cards. The necessary authorization forms shall be provided by the Union. The amount to be deducted from each employee's wages shall be certified by the Union. These deductions shall continue in effect for the life of the Agreement, or until a written revocation of the authorization is filed by such employee with the employer by registered mail and a duplicate copy thereof has also been served upon the Union by registered mail.

(b) Payroll deductions of Union dues under the properly executed authorization, "Payroll Deduction of Union Dues", shall become effective at the time the form is signed by the employee and shall be deducted in the next payroll period and each pay period thereafter from the pay of the employee.

(c) The aggregate total of all such deductions together with a list of those employees from whose wages membership dues have been deducted shall be remitted to the Union Treasurer on a bi-weekly basis.

(d) The employer shall deduct on a bi-weekly basis and remit to the designated carrier the designated premium contributions for the Union's group life insurance plan and/or the Union's Accident, Health and Disability Insurance Plan from the wages of each Union member who has filed with the employer an appropriate written and individually signed authorization form. The aggregate total of all such insurance premium deductions together with a

1 list of those employees from whose wages such
2 amounts have been deducted shall be remitted on a
3 bi-weekly basis.

4 (e) Any change in the amount of Union dues to be
5 deducted shall be certified by the Union in writing
6 and be forwarded to the employer by registered mail.
7

8 **Article 5**

9 **DISAFFIRMANCE OF RIGHT TO STRIKE**

10 (a) Neither the Union nor any employee repre-
11 sented by it shall engage in a strike, and neither the
12 Union nor any employee represented by it shall
13 cause, instigate, engage or condone a strike.

14 (b) No lockout of employees represented by the
15 Union shall be instituted by the employer during the
16 term of this Agreement.
17

18 **Article 6**

19 **MANAGEMENT RIGHTS**

20 Without limitations upon the exercise of its statutory
21 powers, duties and responsibilities, except as herein
22 specifically provided to the contrary, the Board and
23 its administrative staff have the unquestioned right to
24 exercise all normally accepted management preroga-
25 tives including:

26 (a) To appoint such employees as it may require
27 for the performance of its duties and responsibilities,
28 fix and determine their qualifications, duties, job
29 titles and compensation, to suspend, discharge, disci-
30 pline, promote, demote or transfer employees, or to
31 release employees because of lack of work or for
32 other proper legitimate reasons, subject to the provi-
33 sions of the Civil Service Law of the State of New
34 York and such rules as the City of Buffalo Municipal

1 Civil Service Administration may adopt and make
2 applicable to the Board.

3 (b) The right to fix operating and personnel
4 schedules, determine work loads, arrange transfers,
5 order new work assignments, and issue any other
6 orders or directives intended to carry out the mana-
7 gerial responsibilities and duties conferred upon
8 the Board by law. For Main Office personnel only,
9 temporary work assignments for work outside the
10 department but within the same building (for exam-
11 ple where an employee's supervisor is out of the
12 office or where a project needs to be done on a dead-
13 line) may be made with the prior permission of the
14 employee's immediate supervisor. A special project
15 requiring this type of temporary assignment shall not
16 extend for more than ten (10) working days nor occur
17 more than one time in any ninety (90) day period.
18 However, any given employee shall not be assigned
19 more than five (5) days and no more than one time in
20 any ninety (90) day period.
21

22 **Article 7**

23 **BULLETIN BOARD/PONY MAIL**
24 **ACCESS TO PREMISES**

25 **Section 1. Bulletin Board and Pony Mail**

26 (a) The Union shall have the right to post notices
27 of its activities and matters of Union concern on the
28 bulletin boards presently provided by the Board.

29 (b) The Union may use the "Pony Mail" service
30 for communications with the employees it represents.
31

32 **Section 2. Access to Premises**

33 The employer agrees to permit representa-
34 tives and elected officers of the Union to enter the

premises of the employer for individual discussion of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to such employees and have notified that individual who is responsible for the immediate supervision of the affected employees.

Article 8
SALARY INCREMENTS AND LONGEVITY
(INCREMENTS) PAYMENTS

(a) Salary increments as prescribed for each of the various salary grades in Schedule A - C shall be granted effective July 1st of each year for employees appointed prior to January 1st of the same calendar year.

(b) Longevity increments shall be granted effective on the employee's anniversary date of employment with the Board in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF INCREMENT</u>	<u>Effective 1/1/94</u>	<u>Effective 7/1/01</u>
5 years	\$ 260		\$ 400
10 Years	585		725
15 Years	910		1,050
20 Years	1,235		1,375
25 Years	1,560		1,700
30 Years	-0-		1,850

(c) Eligibility service for the computation of this benefit shall be determined as follows:

1. Only active service may be counted.
2. Service rendered by employees on a temporary

or provisional basis, or in the exempt non-competitive or unclassified service, which immediately precedes permanent service, is eligible service.

3. Except for leaves of absence granted during July and August for School Clerical Personnel, an authorized leave of absence without pay does not constitute active service time. Total active service whether continuous or not shall constitute service time.

4. Service with any City department or agency is counted, if it precedes employment with the Board within one (1) year including service with the Municipal Housing Authority or the Buffalo Sewer Authority, irrespective of the source of funding, i.e., C.E.T.E.A., E.E.A., not withstanding the foregoing to the contrary, maternity leaves or time spent on a preferred eligible list shall not be construed as a break in service.

5. Employees who are granted an approved leave of absence for Union activities and who remain as active employees under the terms of the New York State Retirement System will accrue longevity credit during such leave.

(d) Longevity payments shall be made in a lump sum in the first pay period of July when the employee's anniversary of employment falls between July and December or in the first pay period of January when the employee's anniversary of employment falls between January and June.

(e) Employees returning from a leave of absence without pay, shall receive a pro rated longevity payment in accordance with the payment dates noted in the preceding paragraph. Should the employee return after the appropriate payment date, the employee will

receive a pro rated payment within thirty (30) calendar days following their return to service.

New employees, arriving from active service with any City Agency will receive their longevity payment within thirty (30) calendar days of the date of arrival, provided they meet the eligibility requirements cited in preceding sections of this article and that they did not receive a longevity payment from the City Agency, or are yet to receive a longevity payment from the City Agency.

Any duplication of longevity payment from any City Agency shall be reimbursed to the Board by the employee.

**Article 9
HOURS OF WORK**

The normal work week shall be five (5) consecutive days from Monday through Friday. The work week shall commence at 12:01 a.m. on Monday and conclude at midnight Sunday.

The normal work day for **Main Office Personnel** shall be from 8:00 a.m. until 4:00 p.m., including one hour lunch. **The normal work day for Service Center personnel may vary from 6:00 a.m. to 9:00 a.m. until 2:00 p.m. to 5:00 p.m., including one hour lunch.**

The normal work week for **School Clerical Personnel and Security Officers** shall commence between 7:30 a.m. and 8:30 a.m. and conclude either 7-1/2 hours thereafter, including 1/2 hour lunch, or 8 hours thereafter, including one hour lunch as designated by the School Principal.

Summer work schedules shall be in effect from July 1st to Labor Day. Employees required to work a

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shift which does not coincide with the normal work day shall be paid a shift differential as of 7/1/01 thirty-five cents (\$.35) per hour for those hours actually worked outside of the normal work day.

All employees shall be entitled to a fifteen minute rest period during each one-half (1/2) shift.

**Article 10
OVERTIME AND RECALL PAY**

An employee's service with any City agency, provided that said service was in the same title and/or career ladder, shall count towards seniority as said term is used in this article.

It is agreed that any employee who is requested and consents to work before or after his assigned shift shall be paid at the rate of time and one-half for such service. The rate of pay for Saturday work will be time and one-half and double time for Sunday work, except where Saturday or Sunday is part of the employee's regularly scheduled work week.

Employees who are required to work on legal holidays shall be paid at the rate of double time and one-half (2-1/2) for all hours worked.

Employees required to work overtime beyond 6:00 p.m. shall be given a paid one-half hour meal period.

Overtime is an extension of an employee's normal work function, as such it will be first offered to the employee performing that function. In instances where more than one employee is assigned the same function, and only one employee is needed, the offering will be made on a seniority basis among those employees.

Thereafter, it shall be offered to other employees,

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in accordance with their seniority, who can in the opinion of the supervisor perform the work, within the department where the overtime is to be worked.

Employees requested to work overtime shall be so advised prior to their lunch hours whenever practicable.

All paid holidays, sick leave, and personal leave days, and days while on jury duty or required court attendance shall be considered days worked, whether actually worked or not, for the purpose of computing time worked beyond the normal work week.

Employees recalled to work after the completion of their normal work day shall be guaranteed a minimum of four (4) hours pay at their applicable overtime rate.

At the employee's option, all overtime shall be paid in cash or compensatory time at the prevailing rate of pay as set forth herein.

In addition to the foregoing paragraphs, overtime for Security Officers shall be governed as follows:

(a) All overtime must be authorized by the Security Office. The principal will initiate a request for overtime at a school function by submitting the Extra Duty Assignment Request Form.

(b) Security Officers will designate on the "Extra Duty Assignment Request Form" whether they wish to be compensated in cash or by compensatory time.

(c) Overtime which is an extension of day school activities and programs will be first offered to officers assigned to said school, thereafter to other Security Officers in accordance with seniority. Such activities may include athletic events, school community association meetings, dramatic or musical productions, open house, or other such school affairs.

(d) Those programs and activities that are not directly related to a specific school will be staffed in accordance with employee seniority.

(e) A program or activity that runs more than one day will be treated as a single event and staffed in accordance with seniority. Officers must agree to work the duration of the event or will be passed by in the seniority survey for staffing that overtime situation.

(f) As is the present practice, in cases of emergency, Security Officers will make every effort to provide their own substitute from their ranks. Abuse of this privilege may be subject to review by the Security Office.

(g) In addition to the foregoing paragraphs, overtime for School Clerical Personnel shall be governed as follows:

During the months of September through June, all School Clerical Personnel shall be afforded overtime to complete urgent tasks relevant to the operation of the school. Overtime will be assigned by the building Principal, with the approval of the Superintendent.

Article 11 HOLIDAYS

(a) The following are recognized holidays for which employees shall receive a regular day's pay provided that the employee shall have worked on his regularly scheduled work day either before or after the holiday or unless his absence on either of these days is an excused absence with pay within the terms of this Agreement.

New Year's Day	Veteran's Day
Patriot's Day	Election Day

Good Friday	Columbus Day	1
Memorial Day	Thanksgiving Day	2
Independence Day	Christmas Day	3
Labor Day	Board Designated	4
	Holidays (4)	5

Whenever any of the above listed holidays falls on a Sunday, the Monday following shall be observed as the holiday; whenever any such holiday falls on a Saturday, the Board shall designate a day in lieu thereof.

(b) Any employee who is required to work on any of the above holidays shall be paid double time and one-half (2-1/2) for all hours worked.

(c) Paid holidays shall be considered as time worked for the purpose of computing overtime.

(d) An employee's absence to observe religious holidays shall be charged to personal leave.

**Article 12
VACATIONS**

Section 1. Personnel other than School Clerical Personnel

Each employee who shall have been in the employ of the Board for at least one (1) year shall be granted a vacation with pay in each fiscal year on the employee's anniversary date in accordance with the following applicable schedule. Vacation entitlement after the first year of employment shall be earned during each month of employment pro-rated on the basis of the employee's length of service as set forth in Schedule F.

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MAIN OFFICE PERSONNEL

Year of Service	Length of Vacation
1 Year	two weeks
5 Years	three weeks
6 Years	three weeks, one day
7 Years	three weeks, two days
8 Years	three weeks, three days
9 Years	three weeks, four days
10 Years	four weeks
11 Years	four weeks, one day
12 Years	four weeks, two days
13 Years	four weeks, three days
14 Years	four weeks, four days
15 Years	five weeks

Any absence without pay for a major part of a month or more during the preceding fiscal year shall result in the appropriate pro-ration of the regular vacation entitlement.

SCHOOL CLERICAL PERSONNEL

Years of Service	Length of Vacation
Less than 10 months	One (1) day for each month or half month
1 Year	two weeks
15 Years	three weeks

Plus, regular compensation when not working during designated school recess periods during the Thanksgiving, Christmas, Easter and other holiday periods when classes of instruction for pupils are not scheduled.

Except for leaves of absence without pay granted to School Clerical Personnel during July and August, any absence without pay for a major part of a month or more during the preceding fiscal year shall result in the appropriate pro-ration of the regular vacation entitlement.

Section 2. Vacation Pay

(a) The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

(b) If an employee has submitted a written request to the Payroll Department at least two (2) weeks in advance of the next regular pay date, he shall receive his vacation pay on the pay day prior to his vacation period.

For the purpose of this section, the vacation pay request must be for at least a two (2) week period.

(c) If a paid holiday occurs during an employee's vacation period, absence on such holiday will not be charged against the employee's vacation entitlement.

Section 3. Vacation Period

(a) Vacation time may not be carried over beyond the fiscal year immediately following its accrual, except as noted below in Sections 7 & 8. Insofar as practicable, vacation time should be used in continuous sequences of not more than two periods per year.

(b) Vacation time of employees in division offices shall be used at such time as may be determined by the respective Division Head in accordance with Board regulations, and at such a period or periods as shall not make a replacement necessary.

(c) Vacations shall be granted for the period requested by the Security force subject to the approval of the Department Head, which shall not be unreasonably withheld. If the nature or other circumstances of the work make it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority with the Board shall be given his choice of vacation period in the event of any conflict.

Section 4. Vacation Rights in Case of Lay-Off, Retirement or Separation

Any employee who is laid off, retires, or separates from the service of the Board for any reason shall be compensated in cash for the monetary value of his accumulated and unused vacation entitlement standing to his credit at the time of his separation from service. In case of an employee's death in service, payment shall be made to his beneficiaries or estate.

Section 5. General

Time on paid sick leave and all other time paid for but not actually worked shall be considered as days worked for the purpose of computing vacation eligibility.

Section 6. Changing Vacation Periods

Once vacation periods have been approved by a Division Head or his designee, they shall not be changed unless such change is mutually agreed upon by the Division Head or his designee and the employee(s) affected.

Section 7. Vacation Carryover

Vacation carryover means carrying unused vacation entitlement from one (1) year to the next consecutive year. Vacation carryover shall be limited to a maximum of two (2) weeks. The Department Head may allow vacation carryover in the specific instances which follow:

(a) The Department Head requesting and the employee agreeing to forego scheduled vacation in order that said department may provide and maintain adequate service to the public.

(b) The employee being unable to take his scheduled vacation because of a non-work related illness or injury which prevents the employee from working provided that such non-work related illness or injury is medically verified by the attending physician specifying the nature and date of the disability.

Section 8. Optional Carryover

In addition to the above, the employee may, at his or her option, carryover up to five (5) vacation days, on a non-cumulative basis, to be used in the next consecutive year. Vacation carryover under this Section 8 shall be limited to a maximum of five (5) days.

**Article 13
SICK LEAVE**

Sick Time Allowance

All probationary and permanent employees of the Board of Education shall be allowed accumulated sick time allowance for personal illness or illnesses in the immediate family under the conditions set forth below:

(a) For Personal Illness:

1. For personnel employed on a ten-month schedule: 10 days per year with full pay, cumulative to a maximum of 180 days.

2. For personnel employed on a twelve-month schedule: 15 days per year with full pay, cumulative to a maximum of 220 days.

3. Days of sick time allowance granted with pay shall be credited as days of service for increment purposes.

4. Time used on sick leave with pay shall be deducted from accrued sick time allowance.

5. Sick time can be deducted in 1/4 day increments regardless of the amount of time used less than a 1/4 day. For deduction purposes, a 1/4 day ranges from one minute to one hour and forty-five minutes.

A medical certificate from the employee's personal physician or from the physician retained by the Board of Education shall be required in connection with any absence whatsoever on account of illness, upon request of the employee's principal or immediate supervisor, the Superintendent of Schools or the Board of Education.

Any employee who shall have served for a period of ten (10) years or more, may upon exhaustion of his sick time allowance at full pay as herein provided, apply for and be granted an additional thirty (30) days of sick time allowance at full pay. Upon exhaustion of these thirty (30) days, an employee may apply for and be granted a second thirty (30) days of additional sick time allowance at full pay.

Each thirty (30) day extension of sick time allowance shall be specifically authorized by the Board upon recommendation by the Superintendent.

In such latter cases, if the employee is not hospitalized, he may be required to undergo an examination by a doctor appointed by the Board. The additional full pay during a ten (10) year period and any unused portions of such additional leave will not be cumulative.

(b) For Illness in the Immediate Family:

The utilization of sick time allowance for an illness in the immediate family is authorized provided that the use of sick time allowance for this purpose shall in no case exceed fifteen (15) days. The use of time for this purpose shall be charged against accumulated sick time allowance of the individual.

Immediate family for purposes of these regulations, shall include a parent, child, brother, sister, grandparent, husband, wife, parent of a husband or wife, or any relative permanently residing in the personal household in which the employee himself resides.

“A medical certificate from the family member’s personal physician or from the physician retained by the Board of Education shall be required in connection with any absence whatsoever on account of the illness of a family member, upon the request of the employee’s principal, immediate supervisor, the Superintendent of Schools or the Board of Education.”

(c) Provisional and Temporary Employees:

Provisional and temporary employees shall be granted sick time allowance for personal illness as follows:

One day and one-quarter (1-1/4) at full pay for each month of service within a given fiscal year. Any unused portions of sick time allowance granted

to provisional employees shall be cumulative in accordance with the provisions of paragraph “a” above, in those cases where the services of provisional employees, through reappointment, are continued during successive fiscal years.

When the status of any provisional employee is changed to probationary during his period of temporary or provisional service through appointment by the Board of Education, he shall be credited with any unused sick time allowance standing to his credit at the time of probationary appointment.

(d) Unused Sick Leave “Buy Back” Provision:

The Board agrees that upon separation from the service through retirement or death any accumulated, unused sick leave up to a maximum of 195 days can be “bought back” at a ratio of one for three (1:3).

This “buy back” provision is available at the option of any retiring employee and will become payable within twenty (20) working days following retirement.

In case of any employee’s death in service, payment shall be made to his beneficiaries or estate within twenty (20) working days.

(e) Sick Leave Incentive: - Effective July 1, 2002

In order to encourage employees to conserve Sick Time Allowance for the purposes of safeguarding their financial interests and to reduce the sick time cost to the Board of Education, the Board agrees to award the following amounts to employees who make minimal use of sick time during a school year:

1. The fiscal year shall be divided into two (2) periods of six (6) months each. The first period shall consist of July 1st to December 31st. The second period shall consist of January 1st to June 30th.

2. For each period, employees who use no sick days in the complete six (6) month period shall receive \$250.00.

3. For each period, employees who use up to and including one (1) sick day in the complete six (6) month period shall receive \$150.00.

Employees who are hired after the first scheduled work day for each period will be ineligible for any awards during that period. Employees who for whatever reason are credited with any days without pay during a period will not be eligible for any awards during that period.

School Clerical Personnel who are on a leave of absence for July and/or August, and ten (10) month employees, shall receive a pro rated amount of 2/3 of the total amount of the sick leave incentive schedule for the six (6) month period encompassing the leave of absence. They shall be eligible for the full amount of the incentive for the period January 1st to June 30th.

Article 14

LEAVE OF ABSENCE WITH PAY

Section 1. Eligibility

Employees shall be eligible for leaves of absence after completion of their probationary period. Any request for a leave of absence shall be submitted on the short-term leave of absence form by the employee to his immediate supervisor. This request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor on the leave of absence form submitted by the employee. Any request for a leave

of absence shall be answered promptly. In an emergency, the short-term leave of absence form shall be completed upon the return to work. In addition to accruing seniority while on any leave of absence granted under the provision of this Article, employees shall be returned to the position they held at the time the leave of absence was granted.

Section 2. Jury Duty

The Board shall grant a leave of absence with full pay to permanent and provisional employees with at least thirty (30) calendar days service with the District and temporary employees on the payroll of the District in excess of six (6) months, who are required to serve on jury duty during such period as he is actually upon such duty. If, during the period of jury service, the employee is excused during regular working hours, he shall return to his regular service with the employer.

The employee must provide the District with documentation from the courts certifying the hours of service rendered.

For this section only, breaks in service of less than thirty (30) calendar days shall not be considered a break in service. This applies to temporary employees only.

Section 3. Personal Leave

(a) Employees shall be entitled to five (5) personal leave days per year with pay for urgent personal business which cannot be reasonably accomplished outside of the normal work day or normal work week. Personal leave days are not chargeable against sick leave and unused personal leave shall be added

to sick leave accumulation unless maximum accumulation has been reached.

Personal leave credit may not be used in units of less than one-half day.

Except in the case of an emergency, reasonable notice of request to have a personal leave day shall be given by the employee to his immediate supervisor. No specific reason shall be required unless such day precedes or follows a holiday or a weekend.

(b) New employees hired after July 1st of any fiscal year will be credited with a pro-rata portion of the five (5) personal leave days per fiscal year.

Section 4. Union Leave

Any member of the Union who is elected or designated to attend a function of the Union shall be permitted to attend such function and shall be granted the necessary time off without loss of either time or pay, provided that the said time off is of a reasonable duration, as determined by the Superintendent of Schools. This right of attendance, moreover, shall be governed by any conditions, restrictions or limitations contained in the Constitution of the Union. One or more employees up to a maximum of twelve (12) days without loss of pay shall be permitted to attend labor seminars sponsored by PERB, Cornell University, Niagara University or similar accredited institutions, provided that the said time off is of a reasonable duration as determined by the Superintendent of Schools, with the approval of the Superintendent. Such approval shall not unreasonably be withheld but shall consider the ongoing needs of the District.

Members of the Union's Executive Board shall be allowed a grand total of fifteen (15) person days per

fiscal year (i.e. July 1st to June 30th) to attend to Union business without loss of pay. The Union's President shall give notice of each day to be used pursuant to this section by specifying in writing the name of the particular Executive Board Member to use it.

Section 5. Civic Duty

(a) When an employee submits proof of the necessity of appearance as a witness pursuant to a subpoena or other order of a court or other governmental authority, an employee shall be granted a leave of absence with pay with no charge against leave credits. Upon being excused prior to the end of his normal work day as an employee of the Board, he shall return to work to complete such work day.

(b) In the event the employee is required to appear in court or before other governmental authority as a party to any private legal action which is not job-related, the provisions of this Section shall not apply.

Section 6. Bereavement Leave

(a) An employee who is absent from duty on account of death in his immediate family shall receive his established compensation for the period so absent not exceeding five (5) working days. This bereavement leave shall be non-cumulative and non-chargeable to any other leaves. The employee must attend the funeral or memorial service and shall notify the Division Head or his designee of his request for such leave.

(b) The term "immediate family" shall include a spouse, grandparents of either spouse, parents of

1 either spouse, children, grandchildren, brothers, sisters,
2 sisters-in-law, brothers-in-law, sons-in-law and
3 daughters-in-law, or any relative permanently resid-
4 ing in the personal household in which the employee
5 himself resides.

6 (c) In the event that death occurs to the employ-
7 ee's aunt, uncle, niece or nephew, he/she shall be
8 entitled to one (1) day absence with pay. Such
9 excused day shall be the day of the funeral or burial
10 service.

11 (d) Absence from duty to attend the funeral of a
12 friend or other relative not residing in the personal
13 household of the employee shall be granted one (1)
14 day which shall be charged to personal leave entitlement.

15 **Article 15**

16 **LEAVES OF ABSENCE WITHOUT PAY**

17 **Section 1. Union Business**

18 Any employee who is elected to an International
19 or Council Union office or who is so designated by
20 the Union, may request and be granted a leave of
21 absence without pay, which shall not be deemed an
22 interruption of his continuous service. This leave
23 shall not exceed one (1) year, but it may be renewed
24 or extended any time upon the written request of the
25 Union.

26 **Section 2. Disability Leave**

27 (a) If an employee is disabled from working by
28 reason of illness or injury, he shall be allowed paid
29 sick leave to the extent he has such available and
30 thereafter he shall be allowed unpaid leave until, in
31 the judgment of a physician, he is capable of resuming
32 regular duties. However, no such paid leave shall in
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1 total exceed the number of paid sick leave days the
2 employee had accumulated as of his last day of work
3 prior to beginning the leave. Whenever the need for
4 such leave, paid or unpaid, is known in advance (i.e.,
5 scheduled surgery, pregnancy, etc.) the employee
6 shall give the Board as much notice as is practicable,
7 preferably thirty (30) days. The Board shall pay
8 Health Insurance premiums for the period of the
9 leave.

10 (b) Upon application of the employee, a child care
11 leave may be granted for a period not to exceed two
12 (2) years. In any case, where a child care leave has
13 been granted, the employee shall notify the
14 Superintendent in writing at least one (1) month prior
15 to termination of such leave of her intention to
16 return, resign or to apply for an extension of leave.

17 (c) Adopted Child

18 A leave of absence without pay may be granted to
19 care for an adopted child as follows: If the child is
20 less than one (1) year old at the time of adoption, said
21 leave shall not exceed two (2) years; otherwise, such
22 leave shall not exceed one (1) year. Upon application
23 of the employee an extension of such leave may be
24 granted for a period not to exceed one (1) year. In all
25 cases where a leave to care for an adopted child has
26 been granted, employees shall notify the
27 Superintendent in writing, at least one (1) month
28 prior to termination of such leave, of their intention
29 to return, resign or to apply for an extension of leave.
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31 **Section 3. Leaves of Absence for Study, Travel** 32 **and Special Services**

33 Leave of absence with, or without pay may be
34 granted to such probationary and permanent employees

of the Board for study, travel or special services when related to their area of employment and when approved in advance by the Superintendent of Schools.

Section 4. Leaves for Government Service

Leaves without pay may also be granted employees for the purpose of serving in elective or appointive positions in government. No increment shall be credited for such service.

Section 5. Application for Leaves

Formal applications for leaves of absence specified in Sections 3 and 4 are to be submitted to the Superintendent of Schools on prescribed forms at least thirty (30) days before the effective date of leave, and shall certify: (1) the purpose of the leave; (2) plans for use of the leave; (3) date upon which individual shall return to service; (4) agreement that failure to return to active service on the expiration of the leave granted shall be deemed by the Board and the individual to constitute a resignation unless such failure is the result of illness or some other factor that precludes the good intentions of the employee to return to service on the date of expiration.

Section 6. Relocation Leave

A permanent employee who has served continuously for at least one year in the Board service shall be granted one leave of absence without pay for a period of not more than one (1) year upon application of employees for the purpose of accompanying their spouses who have been relocated to another community.

Section 7. Employment Opportunities

Employees permanently classified in subordinate positions shall be granted a leave of absence, without pay, to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the City of Buffalo.

Section 8. Authorized Absences for Special Conditions

Authorized absence may be granted to probationary and permanent Civil Service employees under the following conditions:

(a) Official Business

For attendance upon official business of the School Department when and as approved by the Superintendent or his authorized representative, with full pay.

(b) Conferences and Workshops

For attendance at professional meetings, conferences for professional visits to other schools and other purposes of professional improvement, when approved in advance by the Superintendent of Schools or his authorized representative with full pay.

Section 9. Graduation and Awards

To attend his own graduation or ceremonies at which he is the recipient of an award of special honor, one (1) day with full pay, a second day without pay if required. To attend the graduation of a

1 member of the immediate family, as elsewhere
2 defined in these regulations, one (1) day with half
3 pay and a second day without pay if required, when
4 authorized in advance by the Superintendent of
5 Schools.
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7 **Section 10. Political Leave**

8 Upon request, permanent Civil Service employees
9 shall be granted political leave in accordance with
10 the following provisions:

11 (a) With thirty (30) calendar days notice such an
12 employee shall be granted up to four (4) weeks leave
13 without pay for the purposes of campaigning as a
14 candidate in a civic election for public office.

15 (b) At the end of the leave, the Board shall return
16 such employee to the same assignment.

17 (c) The Board shall extend to such an employee
18 who is elected or appointed to public office a leave
19 of absence or absences without pay as needed to ful-
20 fill two (2) terms of office not to exceed eight (8)
21 years. At the conclusion of such leave of absence,
22 such employee shall be returned to the same or rea-
23 sonably comparable position. This time shall not be
24 credited for seniority purposes.
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27 **Section 11. Leave of Absence Without Pay**

28 A leave of absence without pay for not more than
29 one (1) year will be granted to probationary and per-
30 manent employees to enable the employee to care for
31 a sick member of his immediate family. Such
32 employee may not receive more than one (1) such
33 leave in a five (5) year period.
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1 **Section 12. Educational Leaves**

2 (a) After completing one (1) year of service, any
3 employee, upon approval of the Superintendent of
4 Schools, shall be granted a leave of absence for edu-
5 cational purposes designed to improve or upgrade
6 the individual's skills or competence. The period of
7 the leave of absence shall not exceed one (1) year,
8 but may be extended or renewed at the request of the
9 employee.

10 (b) One (1) year leave of absence, with any
11 requested extension for educational purposes shall
12 not be provided more than once every three (3) years.

13 (c) Employees shall also be granted leaves of
14 absence for educational purposes, not to exceed one
15 (1) month in any calendar year to attend conferences,
16 seminars, briefing sessions or other functions of a
17 similar nature that are intended to improve or
18 upgrade the individual's skill or competence.

19 (d) All such leaves shall be requested in writing,
20 in advance, and require the approval of the
21 Superintendent of Schools. Such approval shall not
22 be unreasonably withheld.

23 (e) Upon return from such leave of absence for
24 study, the employee shall furnish to the Superintendent
25 evidence of the fulfillment of the purpose of such
26 leave.
27

28 **Section 13. General**

29 Permanent employees who have completed one
30 (1) year of continuous service as a permanent
31 employee shall be eligible to apply for and receive a
32 leave of absence for a period of not less than thirty
33 (30) consecutive calendar days nor more than one (1)
34 consecutive year. Such leave shall be without pay or

benefits of any kind and shall be limited to one such leave every five (5) years. During such leave, an employee shall not accrue seniority or rights to any time-accumulated benefit, but the period of leave shall not be treated as an interruption of continuous service. On return from leave, the employee shall have available to him those time-accumulated benefits which he had accrued as of his last day of service prior to commencement of the leave. No more than one employee in a building may be on such a leave at the same time except that in City Hall the maximum shall be 10% of the employees regularly assigned to work there. When two (2) or more employees from a building apply for such leave for the same or an overlapping time period, the employee with the longest period of continuous service to the employer as a permanent employee shall be given preference.

Article 16

MILITARY SERVICE

Section 1. Training Programs

Any employee who is a member of the Reserve Forces of the United States or of the State of New York and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of New York shall be granted a leave of absence with pay for a period not to exceed thirty (30) days annually.

Section 2. Active Service

Any employee who enters into active service in the Armed Forces of the United States while in the

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employ of the employer shall be granted a leave of absence without pay for the period of his military service not to exceed one tour of duty.

The employer will permit each employee who enters into the active service of the United States military forces to exhaust his vacation benefits prior to such entry.

Article 17

ABSENCE DUE TO INJURY AND WORKERS' COMPENSATION

(a) The employer shall provide coverage for all employees covered by this Agreement under the Workers' Compensation Law of New York State.

(b) Employees who are unable to perform the duties of their employment because of an illness or injury received in the service of their employer, and who are eligible to receive Workers' Compensation benefits, shall receive their full salary and benefits for a period not to exceed one (1) year (this one year period includes the first seven days of the disability but does not preclude the employee from receiving his full salary and benefits during the same seven day period). If the disability exceeds one (1) year, the employee may use accrued sick leave, personal leave and vacation credits prior to going on Workers' Compensation allowance.

(c) Any work related injury or illness must be reported to an employee's supervisor promptly. The employee must file all required forms within 24 hours, if medically able or capable, of the accident or diagnosis of a work related injury or illness.

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Article 18
RETIREMENT BENEFITS

The Board will provide to eligible employees who are members of the New York State Employees' Retirement System the benefits of the "Career Retirement Plan" set forth in Section 75-i of the New York State Retirement and Social Security Law.

It also agrees to provide the guaranteed ordinary death benefit authorized by Section 60-b of the New York State Retirement and Social Security Law. It will also provide an additional service credit for retirement purposes of one additional day for each day of accumulated and unused sick leave up to a maximum of 165 days as provided in Section 41, subd. J of the New York State Retirement and Social Security Law.

Eligible employees shall also be entitled to obtain credit for retirement purposes for military service during World War II as provided by statute.

Article 19
MEDICAL, HOSPITAL AND HEALTH PLANS
Section 1. Health Insurance

(a) For all provisional and permanent employees covered by this agreement at the time of its ratification, fully eligible for health care coverage, the Board will provide and pay one hundred percent (100%) of the cost of premiums for coverage under one of the following plans:

Buffalo City School District Plan

This plan will have a Major Medical Deductible of \$150 per person to a maximum of \$300 per family; a Prescription Drug Rider of \$5/\$10/\$15; coverage for cosmetic surgery which is necessary

as determined by a claimant's physician; and chiropractic coverage as it is provided in the Blue Cross/Blue Shield insured carrier in effect as of January 1, 1998, as long as the plan provides the same level of benefits as enjoyed by PCTEA members under the 90/91 BC/BS plan as of January 1, 1998, except with respect to the level of coverage under the Prescription Drug Rider, which amounts are as set forth above.

Community Blue Traditional or the Advantage Option with prescription co-pay of \$5/10/25.
Univera Health Care with prescription co-pay of \$5/10/25.

Independent Health (Encompass A1 or its successor plan) with prescription co-pay of \$3/15/30.

Each of the plans shall include a three tier prescription rider. Other than the Buffalo City School District plan, the prescription rider shall be as set forth above or the equivalent thereof if not offered, effective January 1, 2003. The District shall notify employees on or about November 1 of each year (the start of the open enrollment period) what the equivalent prescription rider is for the various providers.

b) New Permanent and/or Provisional employees hired after January 1, 2004, and transferred or promoted employees from any City Agency after January 1, 2004 will be provided health insurance under Independent Health Encompass B1 or its successor plan at no cost to the employee. Coverage will include a three tier prescription rider with co-pay of \$3/15/30 or the equivalent thereof if not offered. Employees described in this section (1) (b) shall not be

- eligible to participate in the “open enrollment” process. 1 2
- c) Permanent employees from other District or City bargaining units who are holding a temporary position in the PCTEA unit will be entitled to full medical benefits from the first day of their appointment. 3 4 5 6 7
- d) Where a husband and wife are eligible for coverage for health care expenses, through employment with the Board of Education of the City of Buffalo, only one spouse may be enrolled and then only for “family” coverage. 8 9 10 11 12
- e) The District retains the right to add additional providers of health care coverage during the life of the agreement. 13 14 15 16

Section 2. Health Care for Retirees

- a) For those employees hired prior to **July 1, 1998** to qualify for retiree health insurance as set forth below, an employee must have completed 10 years of active service as defined in Article 21 – Section 8. 17 18 19 20 21 22
- b) For those employees hired on or after **July 1, 1998** to qualify for retiree health insurance as set forth below, an employee must have completed 15 years of active service as defined in Article 21 – Section 8. 23 24 25 26 27
- c) Where a husband and wife are both eligible for coverage for health care expenses in retirement, through employment with the Board of Education of the City of Buffalo, they will be offered the choice of either two (2) single coverages or one (1) family coverage. In the event of the death of a spouse who carries 28 29 30 31 32 33 34

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the health care coverage, the surviving spouse, who would have been eligible for coverage through employment with the Board, will be eligible to enroll in a health care plan . In situations where the surviving spouse retiree can verify a need for family coverage he/she will be enrolled for family coverage; otherwise, the surviving spouse retiree will be enrolled for single coverage.

- e) Surviving spouses of retirees, who were participating in this benefit, but are not entitled to enroll in coverage because they were not employed by the Board, are provided the opportunity to exercise their COBRA rights.
- f) Those retirees eligible for coverage of health insurance in retirement, and who retire from a position in the District in labor grades A up to and including 18 will be required to contribute the following (these contributions will remain fixed):

	Family Coverage		Single Coverage	
	Quarterly	Annual	Quarterly	Annual
Eff. January 1, 2001	\$ 100	\$ 400	\$ 50	\$ 200
Eff. January 1, 2002	\$ 100	\$ 400	\$ 50	\$ 200
Eff. January 1, 2003	\$ 120	\$ 480	\$ 60	\$ 240
Eff. January 1, 2004	\$ 140	\$ 560	\$ 70	\$ 280

- g) Those retirees eligible for coverage of health insurance in retirement, and who retire from a position in the District in labor grades 19 or higher will be required to contribute the following (these contributions will remain fixed):

	Family Coverage		Single Coverage		
	Quarterly	Annual	Quarterly	Annual	
Eff. January 1, 2001	\$ 140	\$ 560	\$ 70	\$ 280	3
Eff. January 1, 2002	\$ 140	\$ 560	\$ 70	\$ 280	4
Eff. January 1, 2003	\$ 160	\$ 640	\$ 80	\$ 320	5
Eff. January 1, 2004	\$ 180	\$ 720	\$ 90	\$ 360	6

h) Payment of the retiree's share of health insurance costs must be made on a quarterly basis.

i) Effective January 1, 2000 employees who retire under the terms of this agreement shall enroll in Medicare Parts A and B when they become eligible. Effective January 1, 2003 employees who retire under the terms of this agreement and his or her spouse shall enroll in Medicare Parts A and B when they become eligible.

j) Retirees will be eligible to participate in the "open enrollment" process each year, as they have as active employees. They will be notified of their annual opportunity to change from their current chosen plan to another of the plans offered to them. If the retiree misses the deadline for "open enrollment" changes, he/she will not be eligible for another year.

k) Covered retirees shall maintain, with the District, current personal information such as address, family status and telephone number.

Section 3. Waiver of Medical Coverage

Employees who are eligible to participate in one of the district's health care plans and who can produce documentation which certifies that they have coverage for health care expenses through another

source are eligible to participate in the district's waiver incentive program.

Eligible participants shall receive an annual payment of one thousand two hundred dollars (\$1,200) in a separate check payable in the second pay period in January for participation during the prior calendar year.

For the purpose of the waiver the plan year is January through December.

If an individual participating in the waiver program elects to enroll in the district's health care program, the amount of the incentive will be proportionally reduced (\$100 per month) based on the number of months the individual participated in the district's waiver program, eligibility for the incentive will cease, and the employee will be enrolled in the district's health care program of his/her choice.

Section 4. Waiver Pool

Eligibility to participate in the health care waiver pool will be limited to the spouse who is not enrolled in the district health care program when both husband and wife are eligible to participate.

The district will establish a reserve account made up of the difference between the amount the district would pay for health care coverage for each of the individuals who waives coverage in a year as if the individual had been covered by the average-cost family coverage alternative offered by the district during the year and the total amount paid out with respect to such year under the district's waiver incentive. Seventy-five percent (75%) of this account shall be retained by the Board of Education.

Twenty-five percent (25%) of the account will be distributed on a per-capita basis among the eligible participants in the Waiver Pool but in no event shall the amount of the payment exceed twelve hundred dollars (\$1,200) or \$100 per month. Payment for participation during the prior calendar year will be made on an annual basis payable in the second pay period in January in a separate check.

For the purpose of the waiver pool the plan year is January through December.

In the situation where there is the occurrence of an event which necessitates an individual participating in the health care waiver pool program to enroll in one of the district's health care programs, participation in the pool will cease and the individual will be enrolled in the district's health care program of his/her choice with any administrative expenses incurred reimbursed by the Board. The amount distributed to such individuals will be proportionately reduced based on the number of months of participation in the pool.

Section 5. Medical and Dependent Care Spending Accounts

As soon as administratively feasible, but no later than July 1, 1999, the Board of Education will provide for employees covered by this contract an opportunity to participate in a Section 125 plan developed by the parties in accordance with the Internal Revenue Service Code (Section 125) shall be incorporated through this reference into this contractual agreement between the parties.

As soon as administratively feasible, but no later than January 1, 2000, the Board of Education will

provide for employees covered by this contract an opportunity to participate in pre-tax parking benefits as a qualified transportation fringe benefit under Internal Revenue Code 132.

Section 6. Coverage Upon Exhaustion of Sick Leave

Employees hired prior to 7/1/93 who are absent on account of illness and who have exhausted their sick leave accumulation shall retain their current medical coverage, fully paid by the Board, for a period not exceeding nine (9) months following exhaustion of sick leave.

Employees hired on or after 7/1/93 who are absent on account of illness and who have exhausted their sick leave accumulation shall retain their current medical coverage paid for pursuant to the applicable clauses of Section 1 of this article, for a period not exceeding nine (9) months following exhaustion of sick leave.

Section 7. Coverage While on Leave

Employees on a leave of absence without pay shall be able to continue group coverage of Health Insurance through the Board upon payment to the Board of the premium as required by the contract of coverage.

Section 8. Supplemental Benefit Fund

Effective July 1, 2001, the Board will contribute to the union the amount of \$ 425 per year per each provisional and permanent employee covered by this agreement.

Effective July 1, 2002, the Board will contribute to the union the amount of \$ 475 per year per each provisional and permanent employee covered by this agreement.

Effective July 1, 2003, the Board will contribute to the union the amount of \$ 475 per year per each provisional and permanent employee covered by this agreement.

Board agrees to a Memorandum of Understanding for a one-time payment to Supplemental Benefit Fund in the amount of ten thousand dollars (\$10,000).

**Article 20
INSURANCE**

Effective August 1, 1993 life insurance shall be provided for all employees as provided below:

\$10,000 upon the death of the insured

\$10,000 additional upon the accidental death of the insured

Waiver of premium and conversion privilege

Employees shall have the option of purchasing extra benefits through personal payments made through payroll deductions. Amount so deducted shall be paid over to the Union in a single check each pay period for disbursement by the Union as directed by the employees.

Section 2. Property Insurance

To an extent not covered by insurance the Board shall provide reimbursement for the repair or value of clothing and personal effects, including automobiles, damaged or destroyed, while parked on

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or in the vicinity of the school premises when and where it is not possible to park them on school premises, during the course of or as an incident to employment provided such loss is not caused by negligence of the claimant. The Board shall be responsible in such cases only for the cost of damage in excess of \$50.00. Each such claim shall be supported by a sworn affidavit by the employee attesting to the facts and to any insurance coverage.

**Article 21
SENIORITY**

Section 1. Definition

Seniority means the length of continuous service following the date of original probationary appointment in the competitive class or the date of reappointment to such a position following a break in continuous service in excess of one (1) year.

Section 2. Posting of Lists

The employer shall furnish to the Union five (5) copies of the current official seniority list twice a year on April 1st and October 1st.

Section 3. Probationary Period

Every appointment permanent in character shall be for a probationary period of not less than three (3) months, nor more than six (6) months.

Section 4. Breaks in Continuous Service

An employee's length of continuous service shall be broken by voluntary resignation, discharge for just cause or retirement. However, if an employee who has resigned is reinstated to employment by the

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Board in any capacity within one (1) year thereafter, the break in continuous service shall be removed from his record.

Section 5. Lay-Off

(a) In the event it becomes necessary to lay-off employees for any reason they shall be laid-off in the inverse order of their seniority. Because seasonal, temporary and provisional employees have no seniority, they must be laid-off before a permanent employee in the same classification is laid-off.

(b) In the event that the Board plans to lay-off permanent employees, the Board shall notify the Union and all effected employees thirty (30) days prior to such lay-off.

(c) Permanent employees to be laid-off will have at least ten (10) working days notice of lay-off or pay in lieu of notice.

Section 6. Displacement/Reassignment

When an employee is laid off due to a reduction in work force, he shall be permitted to exercise his seniority rights to displace an employee with less seniority. Such employee may, if he so desires, displace an employee in the same job classification provided that he has greater seniority than the employee who he displaces.

An employee who is displaced from his own classification shall have the following displacement rights:

He may displace another employee with less seniority in this bargaining unit in an equal or lower graded job classification in the direct line of promotion, provided he is able to perform the work with

minimal additional training subject to the approval of the Civil Service Administration.

He may displace a temporary or seasonal employee in some lower classification in the direct line of promotion, provided he is able to perform the work with minimal additional training.

He may displace a probationary employee in some lower classification in the direct line of promotion, provided he is able to perform the work with minimal additional training.

A Security Officer in the district's employ as of February 19, 1982 may displace a seasonal, temporary or probationary employee in an equal or lower graded job classification provided that he/she is able to perform the work with minimal additional training.

Section 7. Method of Recall Procedure

(a) Employees shall be recalled from lay-off according to their seniority on a preferred list.

(b) No new employees shall be hired until all laid-off employees in the classification or in a higher classification in the direct line of promotion have been offered reinstatement.

(c) The Board will notify the laid-off employee by certified mail, at his last known address on file in the Bureau of Personnel, that he has been offered reinstatement in line with his continuous service. If the employee fails to report for work by the tenth (10th) working day from the date of mailing of the notice of reinstatement, he shall be considered as having resigned.

Section 8. Determination of Benefits

Length of continuous service to determine eligi-

bility for vacation entitlement, salary increments and longevity increments shall include all continuous temporary, provisional and permanent service with the Board and the City of Buffalo.

Section 9. Rights in Case of Reduction in Staff

When staff is reduced in an office, school or division, the least senior person in the title to be reduced in the office, school or division shall be relocated. They, in turn, shall have the right to displace the least senior person within that title.

Article 22

WORK FORCE CHANGES

Section 1. Method of Filling Positions

(a) Should a new position be created or any vacancy occur(s), an appropriate notice of the said opening shall be posted on all bulletin boards for a period of ten (10) working days. The notice shall state the job title, pay rate, job location, and necessary qualifications for the job. Any eligible employee who requests a lateral transfer shall be given preference on the basis of seniority in the filling of the initial vacancy and then Civil Service Rules of Procedure should be adhered to. However, an employee may apply for and receive only one lateral transfer in a twelve (12) month period.

Any vacancy that is the result of a lateral transfer and where there is an existing list, need not be posted as described above. If a list does not exist then the vacancy must be posted in accordance with Section 1 (a) above.

(1) The seniority provision of Section 1 (a) above shall not apply in the case of replacements in the following positions which are directly responsible to the superintendent, associate superintendents and assistant superintendents.

- Superintendent –
- Stenographic Secretary to the Superintendent
- Account Clerk Stenographer
- Deputy Superintendent –
- Stenographic Secretary
- Associate Superintendent of Instruction –
- Senior Stenographer
- Associate Superintendent of Plant –
- Senior Stenographer
- Assistant Superintendents –
- Elementary Education – Senior Stenographer
- Secondary Education – Senior Stenographer
- Curriculum – Typist
- Continuing Education – Account Clerk Typist (2)
- Integration – Senior Stenographer
- Handicapped Education – Senior Stenographer
- Business Management – Associate Account Clerk
- Pupil Services – Stenographer
- Federal Programs – Stenographer
- Board Room –
- Secretary to the Board
- Stenographer
- Typist

(2) In those cases the replacement shall be selected from among those who apply for the transfer without regard to seniority.

(b) The term "promotion" means the advancement of an employee to a higher paying position in the employee's line of promotion.

(c) In the case of promotion or whenever a new job classification is established or a permanent vacancy occurs, the position shall be filled in accordance with the Civil Service Rules of Procedure, and selections shall be made from the appropriate eligibility list until the list of names is exhausted, which means that a given eligible list contains less than three (3) names of candidates.

Within sixty (60) days of the establishment of the eligibility list by the Civil Service Administration all temporary and provisional employees working in that title shall be replaced by an employee on the list accepting that position. The employees on the eligibility list, in order of their placement on the list, shall be afforded the opportunity, where there are multiple openings, to indicate their preference of assignment to the Personnel Office. In the event the employee does not receive the preferred assignment the Personnel Office shall notify the employee of the reason.

(d) Should a new position or a permanent vacancy occur in a job title included in the bargaining unit which cannot be filled by reason of the absence of appropriate eligibility list, then in such case, an appropriate notice of the said opening shall be posted on all bulletin boards for a period of ten (10) working days, stating the job title, pay rate, job location, and necessary qualifications for the job. In filling the vacancy, the employee with the greatest seniority among those who qualify in the judgment of the supervisor recommending the

appointment shall be chosen. However, in cases of emergency the Superintendent may fill such openings by temporary appointment upon due notice to the Union.

(e) An employee may apply in writing for such position and submit such application to the Division of Personnel.

(f) If the position is to be filled, it shall be filled by the Board of Education within forty-five (45) days from the date the new position or permanent vacancy occurs from among those employees who have made application and who are qualified, except that where more than one employee qualifies for the same position, the employee with the greatest seniority shall be chosen from those who qualify in the judgment of the Supervisor recommending the appointment.

(g) The Board of Education will furnish the Union with a copy of the Board Meeting Agenda prior to its meeting and a copy of the Civil Service Personnel Changes to be presented and approved at Board meetings.

(h) The filling of all positions shall be subject to the applicable provisions of New York State Law contained in the Project SAVE legislation.

Section 2. Temporary Vacancies

(a) Temporary vacancies are defined as job vacancies that may periodically develop in any job classification because of the authorized absence of the regular incumbent of the position.

(b) In the event of temporary job vacancies, and in the absence of an appropriate eligibility list, appointments will be made in the same manner

that permanent vacancies are filled as described above.

(c) No permanent employee assigned to one building shall be required to fill a temporary vacancy in another building without his or her consent.

Section 3. Transfers

(a) Where transfers are permitted by the Board of Education, employees desiring to transfer to other jobs shall submit an application in writing to the Division of Personnel. The application shall state the reason for the requested transfer.

(b) Employees requesting transfers for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications in the same line of promotion on the basis of seniority provided a vacancy exists.

(c) Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal or lower pay grade for which they are eligible on the basis of seniority.

(d) Employees permanently and involuntarily transferred shall be given written advice of "good and sufficient" reason therefore.

(e) Should any vacancy occur within the bargaining unit, the Board will notify the Union, and the Union in turn will notify the employees of such vacancy. Any employee who requests a transfer will be given preference for filling the vacancy. In addition:

1. A transfer list shall be kept by seniority.
2. The most senior person of those who respond

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within ten (10) days from notification shall have first preference.

3. Employees may apply for and receive only one (1) lateral transfer in a twelve (12) month period.

Section 4. School Clerks/Security Officers Reassignment

Should a new position be created or a vacancy occur among the School Clerks/Security Officers positions covered by this Agreement, the Board of Education shall notify the representative selected by the Union, who in turn shall notify the appropriate School Clerks/Security Officers of said position opening to which the School Clerks/Security Officers may apply for reassignment in writing to the Personnel Office. Notice of said position opening shall be posted for a period of ten (10) working days.

Any reassignment of School Clerks/Security Officers shall be made on the basis of their School Clerks/Security Officers' seniority. However, a School Clerk/Security Officer may apply for and receive only one lateral reassignment during any fiscal year. When a permanent opening occurs during the school year (September 1 to June 30) the position will be posted for a temporary assignment until June 30, at which time the position will be re-posted to be filled on a permanent basis.

A Security Officer in a night school, vocational or other continuing program will continue in his/her present position.

If the need arises, a Security Officer will be transferred for special duty to other locations. This is not a reassignment coming under Section 4 of Article 22.

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Section 5. Seniority Defined

An employee's service with any City agency, provided that said service was in the same title and/or career ladder, shall count toward seniority as said term is used in this Article.

Article 23

SETTLEMENT OF DISPUTES

Section 1. Grievance Procedures

The purpose of this grievance procedure shall be to settle equitably and informally, if possible, at the lowest possible administrative level, any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of the Agreement. Such grievances and disputes shall be settled in the following manner:

Step 1. (a) Any employee and/or the employee representative alleging a grievance shall submit the grievance orally to his Departmental Supervisor for discussion. The employee may require that a representative of his employee organization accompany him in approaching his Departmental Supervisor.

(b) In the event that action does not result in the successful resolution of the grievance, a written grievance identifying the alleged contract violation signed by the aggrieved employee and/or the employee representative shall be filed immediately, but in no event later than fifteen (15) days after the occurrence of the facts giving rise to the grievance with the Departmental Supervisor and his superior. Within three (3) days following the filing of the written grievance a meeting between the Departmental Supervisor and his superior, the employee and/or the employee representative shall be held in an attempt

to resolve the grievance. In the event that the grievance is not resolved within two (2) days, a written answer to that effect shall be submitted to the employee and/or his representative.

Step 2. If the grievance is not settled at Step 1 above, the employee and/or his representative may within five (5) days after the answer is rendered at Step 1, notify the Division Head or his designated representative, in writing, that he appeals the grievance stating the grounds for such appeal. Within five (5) days after receipt thereof, the Division Head or his designated representative shall convene a meeting with the superior of the Departmental Supervisor and the employee and/or his representative in an attempt to resolve the grievance, and a written answer shall be submitted to the employee and/or his representative of the results of such meeting within five (5) days after it is convened, with a copy being furnished to the Departmental Supervisor.

Step 3. If the grievance is not settled at Step 2, only the Union may appeal to the Superintendent of Schools or his designated representative, in writing, within ten (10) days after the answer is rendered or due at Step 2, stating the grounds for appeal. The Superintendent or his designated representative shall meet with the Union within seven (7) days after receipt of written notice of appeal for the purpose of resolving the matter. The Superintendent's answer to said grievance shall be transmitted to the Union within seven (7) days after the meeting.

Step 4. (a) If the Superintendent's answer is not satisfactory or acceptable, the Union may, within five (5) days after the answer is rendered or due, request that the matter be submitted to arbitration.

(b) The arbitrator shall be selected from the following list in the following order: Douglas Bantle, Sheila Cole, Elizabeth Croft, James McDonnell, Mona Miller, Thomas Rinaldo, Edward Schmidt.

(c) In the event that the list of arbitrators is reduced to three through resignation, retirement or death, then each party shall name one additional arbitrator to the list to serve until the expiration of that collective bargaining agreement. The names shall be added to the list in alphabetical order.

(d) The arbitration procedure and hearing shall be conducted in accordance with rules and procedures of the New York Public Employment Relations Board.

(e) The arbitrator shall be requested to render his decision within thirty (30) days following the close of the arbitration hearing and shall limit his decision to the application and interpretation of the Agreement. The decision of the arbitrator shall be final and binding upon the parties.

(f) The failure of the Union to take any of the action authorized at any step in this section within the time limits specified shall constitute a waiver of the right to proceed to the next step and shall be deemed an acceptance of the decision rendered.

Section 2. Matters Relevant to Grievance Procedure

(a) The Union shall provide agreed upon grievance forms in adequate numbers.

(b) The time limits in the grievance procedure may be extended by mutual agreement, in writing.

(c) Any step of the grievance procedure may be by-passed by mutual agreement, in writing.

(d) In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the Superintendent by the Union's representative with a copy being furnished to the Division Head.

(e) For purposes of definition, "days" shall not include Saturday, Sunday or holidays.

(f) Expenses for the arbitrator's services shall be equally borne by the Board of Education and the Union.

(g) No arbitrator functioning under provisions of the grievance procedure shall have the power to amend, modify, or delete any provision of this Agreement.

(h) If an employee and/or the Union submits a grievance pursuant to this Agreement, neither the employee nor the Union can simultaneously or thereafter make the occurrence which has been grieved the subject of a proceeding before any other administrative, judicial or legislative tribunal. An occurrence which is or has been the subject of a proceeding before any administrative, judicial or legislative tribunal cannot be grieved.

This does not foreclose action to modify, confirm or vacate an arbitration award pursuant to Article 75 of the New York Civil Practice Law and Rules.

(i) Each demand for arbitration submitted shall be limited to one grievance per demand.

Article 24

DISCIPLINE AND DISCHARGE

In the event that the Board initiates disciplinary proceedings against any permanent competitive Civil Service employee covered by this Agreement, the employee so affected shall, within ten (10) days of having been served two (2) copies of the disciplinary charges and specifications against him, elect, in writing, on a form provided by the Board, one of the two following options he wishes to utilize in defending himself against said disciplinary action.

The two (2) options available to him shall be either, (1) the full and complete provisions specified in Section 75 and 76 of the Civil Service Law, or, (2) the utilization of the binding arbitration provision provided for in the Grievance Procedure of this Agreement.

If said employee chooses option 2, and, if it is found by a court of competent jurisdiction to be invalid, then option 2 shall become null and void unless said option is approved by an act of the state legislature.

The disciplinary action that may be taken under either of these options shall consist of those actions or measures provided for in Section 75/76 of the Civil Service Law. Any employee against whom disciplinary charges are brought may only be suspended for the period provided in Section 75 of the Civil Service Law. No employee shall be disciplined for alleged incompetency or misconduct which occurred more than eighteen (18) months prior to the serving of the disciplinary charges and specifications.

If an arbitrator finds that an employee has been

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1 unjustly suspended or discharged, he shall reinstate
2 said employee and said employee shall be reinstated
3 with no loss of income for all lost time and with full
4 restoration of all other rights and conditions of
5 employment, as the arbitrator may determine or as
6 determined after a final arbitration hearing.

Article 25

AUTO ALLOWANCE AND PARKING FEES

Section 1. Auto Allowance

All employees who are required to use their personal automobiles on Board business will be reimbursed at the rate of 35 cents per mile and effective July 1, 1994 the rate becomes 45 cents per mile. Those employees who are required to travel about in the conduct of Board business and who do not own and/or drive an automobile shall be reimbursed for any approved travel expenses so incurred.

Section 2. Parking Fees

The Board agrees to reimburse parking fees incurred by Security Officers while acting in the discharge of their duties within the scope of employment.

Section 3. Main Office Parking.

Employees regularly assigned to work in the Main Office at City Hall may park in the lots at the Waterfront School on days when that school is not in session.

Article 26

PAID EASTER AND CHRISTMAS RECESS

Temporary employees who are employed six (6)

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months or more continuously immediately preceding the Easter and/or Christmas recess shall be paid for time off during Easter and/or Christmas recess.

Article 27
SHIFT PREFERENCE

Shift preference will be granted where applicable, on the basis of seniority within the same job classification where a vacancy exists.

Article 28
CIVIL SERVICE EXAMINATIONS WITH PAY

Employees shall be allowed time off with pay on days they are scheduled to work to take open competitive or promotional competitive Civil Service examinations conducted by the Municipal Civil Service Administration.

Article 29
PAY FOR OUT-OF-TITLE WORK

When an employee is assigned to work out of title, he shall be paid the promotional step of the higher rate of pay established for such position, or his own rate, whichever is higher for all days worked out of title.

Article 30
MEMBERSHIP PACKETS

The Board will allow membership packets furnished by the Union to be placed in suitable areas so they can be obtained by employees.

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Article 31
WORK SCHEDULES AND STANDARDS

The Board agrees that any terms or conditions of employment contained in this Agreement, including work schedules, shall not be changed until negotiated with and agreed to by the Union.

Article 32
PRINTING OF THE AGREEMENT

The contract will be printed by the Board for all employees in a pocket edition. The contract will be Union printed and contain the Union insignia, and the cost shall be borne equally by the parties.

Article 33
**SPECIAL EMERGENCY
OR SPECIAL HOLIDAY**

(a) Whenever a special holiday, other than school closings, is declared by the Board, those employees covered by this Agreement required or requested to work shall be compensated in accordance with overtime rates for paid holidays.

(b) Employees shall be paid for excused absences or release time from work due to abnormally severe weather or other uncontrollable conditions. The aforementioned conditions shall be determined by announcement in the public news media bulletins authorized by the Superintendent of Schools. No deduction from sick leave, personal leave, or vacation time shall be made for such excused absences.

In the event such absence is not excused, the employee may appeal the decision to a panel comprised of the Superintendent's designee and the Association's designee. If the panel's decision is not

1 unanimous, the employee may appeal to the
2 Superintendent, whose decision shall be final.

3 Any employees required or requested to work dur-
4 ing such conditions shall be compensated for such
5 emergency time worked in accordance with overtime
6 rates.

7 (c) The closing of schools because of severe
8 weather conditions shall not be deemed justification
9 for the absence of Main Office Personnel, unless the
10 City Hall is closed by direction of the Mayor.

11 **Article 34**

12 **REVIEW OF PERSONAL HISTORY FOLDER**

13 An employee shall, within five (5) days of written
14 request to his Division Head, have an opportunity to
15 review his personal history folder together with his
16 Union representative in the presence of an appropri-
17 ate official of the Division. Upon the insertion of
18 any statements and/or material adverse or derogatory
19 to an employee, the employee shall be notified with-
20 in five (5) days thereof. He shall be allowed to place
21 in such file a response of reasonable length to any-
22 thing contained therein which such employee deems
23 to be adverse. Within thirty-six (36) months of the
24 day that any statements and/or material adverse or
25 derogatory to an employee have been placed in his/her
26 personal history folder, such statements and/or material
27 may be expunged.

28 **Article 35**

29 **PLEDGE AGAINST DISCRIMINATION** 30 **AND COERCION**

31 (a) The provisions of this Agreement shall be
32 applied equally to all employees in the bargaining
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1 unit without discrimination as to age, sex, marital
2 status, race, color, creed, national origin, political
3 affiliation or for any reason whatsoever. The Union
4 shall share equally with the employer the responsi-
5 bility for applying this provision of the Agreement.

6 (b) Work rules shall be reasonable and shall be
7 applied or enforced in a fair and equitable manner.

8 (c) All references to employees in this Agreement
9 designate both sexes, and wherever the male gender
10 is used it shall be construed to include male and
11 female employees.

12 (d) The employer agrees not to interfere with the
13 rights of employees to become members of the
14 Union, and there shall be no discrimination, interfer-
15 ence, restraint, or coercion by the Board or any
16 Board Representative against any employee because
17 of Union membership or because of any employee
18 activity in an official capacity on behalf of the Union
19 or any other cause.

20 (e) There shall be no direct political solicitation of
21 contributions of any employee whatsoever.

22 (f) No employee shall be subjected to discrimina-
23 tory action by the employer such as dismissal or
24 denial of promotional opportunities because of loca-
25 tion of residence, subject to the provisions of law.

26 **Article 36**

27 **MAINTENANCE OF BENEFITS**

28 All terms and conditions of employment of
29 employees in this unit now in effect which are not
30 specifically provided for in this Agreement or which
31 have not been replaced by provisions of this
32 Agreement shall remain in effect for the duration of
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this Agreement, unless mutually agreed otherwise between the Board and the Union.

Article 37

UNION ACTIVITIES ON BOARD'S TIME AND PREMISES

Section 1. Stewards and Representatives

(a) The Board agrees that during working hours on its premises, for reasonable periods of time, and without loss of pay, Union Stewards and other properly designated Union Representatives shall be allowed to:

- Investigate and process grievances.
- Attend and speak at Board meetings on matters pertaining to implementation and enforcement of this Agreement, such attendance limited to two (2) representatives of the Union.
- Distribute Union literature.
- Solicit Union membership during other employees' non-working time.
- Transmit communications authorized by the Union or the Units Officers to the Board or its representatives.
- Consult with the Board's Representatives, Union and Unit Officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.
- Orient new employees of their rights, privileges and responsibilities under this Agreement during the employees' non-working time.

(b) Accredited union representatives shall notify their Division Head or his designee whenever they wish to attend to Union business on the Board's time,

and permission to do so shall not be unreasonably withheld.

(c) Union representatives as referred to in this section shall consist of no more than fifteen (15) stewards designated by the Unit, the Union President, and its Vice President, and the chairman, the Secretary-Treasurer, and the Executive Board Members of the Unit.

(d) The Unit Chairman and Stewards shall not be transferred or loaned from one department to another or one shift to another if such movement will interfere with their Union activities. This shall not prevent a transfer from one shift to another when such transfer is at the Unit Chairman's or steward's own request.

(e) The Union agrees that the above privileges will not be abused.

(f) The names of employees selected as stewards, and the names of other Union representatives who may represent employees shall be certified, in writing, to the Board by the Union and such names will be kept up to date as changed.

Section 2. Grievance Committee

(a) The Union Grievance Committee may, upon request, meet with the Division Head once a month at a mutually convenient time.

(b) The Union Grievance Committee shall consist of the Union President and the Unit's Chairman and the steward from the particular work location or school involved.

(c) All Grievance Committee meetings shall be held during working hours, on the employer's premises and without loss of pay.

Section 3. Negotiating Committee

The Union shall be permitted to have five (5) members on the Negotiating Committee from within the Unit of the Union, without loss of pay, who shall serve as Union negotiators on any reopening, amendment, and modification to the present Agreement and/or on any new Agreement between the parties.

These shall be in addition to the President and Secretary-Treasurer of the Union. This Section, except for two (2) days of committee meetings, is intended to apply only to time spent with the Board's Negotiating Committee.

Section 4. Voting at Union Elections.

For the purpose of voting at Union Elections, the Board shall allow employees in schools and at the Service Center a maximum of two (2) hours off including travel time. City Hall employees shall be granted a reasonable period of time to cast their ballots.

Article 38

LABOR-MANAGEMENT COMMITTEE

(a) The Board and the Union agree to establish a Labor- Management Committee which will meet at least bi-monthly to consider among other pertinent items, methods of improving working and safety conditions and general Labor-Management matters. This Committee will also work to give consideration to potential or existing employees' grievances.

(b) The Labor-Management Committee will consist of no more than six (6) members and the three (3) employee members will be paid only for their regularly scheduled hours of work so long as they are scheduled to be working at the time these meetings are held.

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**Article 39
CIVIL ACTION BROUGHT AGAINST
EMPLOYEE**

(a) If any employee is sued as a result of any action taken by the employee while acting in the discharge of duties within the scope of employment, the Board will, on written requests, provide legal counsel through the office of the Corporation Counsel and render all necessary assistance to the employee's defense.

(b) In the event civil action is taken against an employee, the employee will be notified by the Superintendent's office within five (5) days. Nothing herein contained shall restrict the right of an employee to retain personal counsel at his/her own expense in such matters.

**Article 40
JOB RE-EVALUATION**

(a) If, during the life of this Agreement, the Union requests, in writing, the re-evaluation of a job title because of a significant change in duties and/or responsibilities, the Board agrees to negotiate on the matter understanding that the issue is not subject to grievance.

(b) When any new position not listed on the wage schedule is established or the specifications of any existing position are materially changed, the Board, after consultation with the Union, may designate a job classification, new specifications and/or rate structure for the position.

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Article 41	1
FIRST AID KIT	2
The District will maintain a first aid kit on Floor 8 and a first aid kit on Floor 4 in City Hall.	3
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Article 42	6
COMMISSIONER OF DEEDS	7
(Security Officers)	8
Each Security Officer shall cooperate with the employer by taking the necessary steps to become enrolled as a Commissioner of Deeds and the employer shall bear the entire expense thereof.	9
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Article 43	14
UNIFORM CLEANING ALLOWANCE	15
Effective July 1, 2001, each Security Officer shall receive a uniform cleaning allowance of \$220.00 annually.	16
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Article 44	20
TRANSPORTING PUPILS	21
No employee shall be required to transport a pupil in a personal automobile, provided that when an employee is requested and agrees to transport a pupil, the Board will assume all liability in connection therewith.	22
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Article 45	28
TRAINING COURSES	29
The Board during the life of this Agreement, shall provide in-service training courses for Security Officers in the following subjects:	30
Self Defense	31
New York State Penal Law	32
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1	1	Crowd Control
2	2	Courts
3	3	How to Identify Problems and
4	4	Problem Areas
5	5	How to Secure Buildings and Areas
6	6	How to Conduct Investigations
7	7	
8	8	
9	9	
10	10	
11	11	Article 46
12	12	GENERAL PROVISIONS
13	13	This Agreement and all provisions herein are sub-
14	14	ject to all applicable laws and to the appropriation of
15	15	funds by the Common Council of the City of
16	16	Buffalo. In the event that any provision herein is
17	17	found to violate such laws by an appropriate court of
18	18	competent jurisdiction, said provision shall be
19	19	declared invalid and shall not bind either of the parties.
20	20	However, the remainder of this Agreement shall
21	21	remain in full force and effect. The parties agree to
22	22	negotiate a replacement provision to the invalidated
23	23	provision.
24	24	
25	25	
26	26	
27	27	
28	28	Article 47
29	29	NOTICE REQUIRED BY CIVIL SERVICE
30	30	LAW, SECTION 204-A
31	31	“It is agreed by and between the parties that any
32	32	provision of this agreement requiring legislative
33	33	action to permit its implementation by amendment of
34	34	law or providing funds therefore, shall not become
		effective until the appropriate legislative body has
		given approval.”

Article 48
DURATION AND TERMINATION

This Agreement shall be effective as of the 1st day of July 2001, and shall remain in full force and effect until the 30th day of June, 2004. This Agreement shall remain in full force and effect during the period of negotiations.

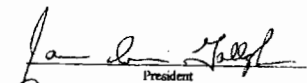
Article 49
CONTINUATION OF CONTRACT

The entire current collective bargaining agreement shall continue in effect except as otherwise modified by the parties.

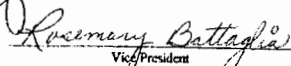
IN WITNESS WHEREOF, the parties hereto have set their hands this 8th day of January, 2003.

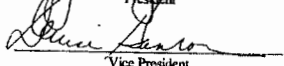
**BUFFALO BOARD OF
 EDUCATION PROFESSIONAL,
 CLERICAL AND
 TECHNICAL
 EMPLOYEES ASSOCIATION**

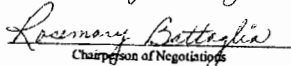
**BOARD OF
 EDUCATION OF THE CITY
 OF BUFFALO**


 President

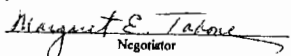

 President

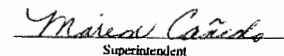

 Vice President


 Vice President

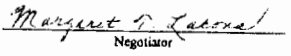

 Chairperson of Negotiations

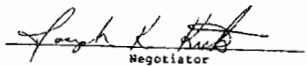

 Vice President


 Negotiator


 Superintendent


 Negotiator


 Negotiator


 Negotiator

SCHEDULE "A"
BARGAINING UNIT —
JOB TITLES AND SALARY GRADES

GRADE 5

Clerk
 Confidential Desegregation
 Aide
 Cultural Resource Specialist
 Microfilm Operator
 Typist

Key Punch Operator
 Senior Account Clerk
 Senior Account Clerk Typist
 Telephone Operator

GRADE 9

Computer Operator Trainee
 Data Processing Equipment
 Operator
 Duplicating Equipment
 Operator
 Elementary School Clerk
 Hearing Stenographer
 Junior Auditor
 School Clerk Stenographer
 Senior Stenographer

GRADE 5-A

Stenographer
 Typist - Spanish Speaking

GRADE 9-A

Security Officer

GRADE 6

Calculating Machine Operator

GRADE 7

Community Education Leader
 Senior Typist
 Varitype Operator

GRADE 10

Assistant Supervising School
 Lunch Manager
 Data Control Clerk
 Labor Supervisor I
 Payroll Auditor
 Principal Clerk
 Senior Account Clerk
 Stenographer

GRADE 7-A

Account Clerk
 Account Clerk Typist

GRADE 7-B

Account Clerk Stenographer
 Media Specialist

GRADE 8

Data Entry Operator

Senior Bookkeeping Machine
 Operator

Senior Inventory Clerk
Senior School Clerk
Stenographer
Senior Warrant Clerk
(Accounting)

GRADE 10-A

Bus Aide Team Leader
Drafting Technician
School Nurse
Senior Data Processing
Equipment Operator

GRADE 11

Mail Distribution Clerk
Statistics Clerk
Records Inventory Clerk
Senior Audio Visual
Technician

GRADE 11-A

Administrative Assistant
Assistant Accountant
Assistant Auditor

GRADE 12

Computer Operator
Principal Inventory Clerk
Supervisor of Inventory
Operations Communications
Coordinator

GRADE 12-A

Associate Account Clerk
Community Resource Leader

Facilities Service Coordinator
Senior Personnel Clerk
Stenographic Secretary

GRADE 12-B

Auditing Inspector
Senior Drafting Technician
Senior Duplicating Machine
Operator

GRADE 13

Communications Specialist
Contract and Specifications
Clerk
Research Aide
Senior Computer Operator
Technical Writer

GRADE 14

Assistant Benefits Manager
Assistant Supervisor of Data
Processing
Coordinator of Office
Automation
Workers Compensation
Analyst

GRADE 14-A

Assistant Supervisor of
Instructional Equipment
Native American Bilingual
Coordinator
Secretary to the Board
Supervising School Clerk

GRADE 15

Assistant Secretary to the
Board
Assistant Supervisor
of Food Service
Assistant Supervisor of
Transportation
Personnel Assistant
Senior Accountant
Senior Auditor

GRADE 15-A

Nutritionist

GRADE 16

Computer Programmer
Sheet Metal Supervisor I
Stenographic Secretary
to the Superintendent
Supervisor of Security

GRADE 17

Associate Accountant
Associate Auditor
Buyer
Coordinator of Home School
Relations
Duplicating Machine
Equipment Supervisor
Research and Information
Specialist
Supervisor of Instructional
Equipment

GRADE 17-A

GRADE 18

Assistant Engineer(Mechanic)
Industrial Hygienist
Supervisor of Building Repairs
Supervisor of Grounds I
Systems Analyst
Program Analyst

GRADE 19

Budget Examiner
Occupational Therapist
Physical Therapist

GRADE 19-A

Supervising Accountant
Supervisor of Building
Construction
Supervisor of Building Security
Supervisor of Bus Aides
Supervisor of Electrical Repairs
Supervisor of Painting
Supervisor of Plumbing
and Heating

GRADE 20

Associate Management Analyst
Data Base Administrator
Food Service Supervisor
Senior Architect
Senior Chemist
Senior Engineer (Structural)
Supervising Plant Engineer
Supervisor of Data Processing

Supervisor of Service Center
 Supervisor of Transportation
 Systems Administrator

GRADE 21

Computer Systems Engineer
 Coordinator
 Director of Building Repairs
 Director of Public Relations
 Director of Reconstruction
 Director of Security
 Paralegal Assistant

GRADE 23

Associate Architect
 Associate Engineer
 Auditor
 Director of Building Safety
 and Health
 Director of Service Center

GRADE 24

Director of Access Center
 Director of Revenue
 Director of School Food
 Services

GRADE 22-A

Assistant Director of Finance
 Benefits Manager
 Chief Payroll Auditor
 Director of Data Processing
 Director of School Plant
 Operations
 Manager of Data
 Communications
 Manager of Data Processing
 Technical Services for
 Operations and Systems
 Manager of Systems
 and Operations
 Purchasing Agent

GRADE 24-A

Equal Employment
 Opportunity Specialist
 Assistant Superintendent
 of Plant
 Assistant Superintendent
 for Service Center
 Operations
 Assistant Superintendent
 for Transportation

PCTEA SALARY SCHEDULE "A"
Effective Date July 1, 2001

Grade	Step 1	Step 2	Step 3	Step 4
A	22,058	22,732	23,909	24,626
1	22,537	23,659	24,778	25,521
2	23,076	24,238	25,404	26,166
3	23,486	24,694	25,899	26,676
4	24,292	25,575	26,853	27,659
5	24,744	26,133	27,521	28,347
5A	25,224	26,674	28,126	28,972
6	25,324	26,780	28,243	29,090
7	25,963	27,491	29,067	29,936
7A	25,972	27,496	29,067	29,936
7B	26,418	28,005	29,594	30,482
8	26,738	28,366	30,060	30,961
9	27,422	29,224	31,053	31,986
9A	28,332	30,184	32,039	33,002
10	28,535	30,536	32,539	33,516
10A	29,078	31,316	33,552	34,559
11	29,772	32,004	34,266	35,291
11A	31,262	33,497	35,816	36,891
12	31,381	33,922	36,555	37,652
12A	32,592	35,177	37,812	38,946
12B	33,181	35,791	38,423	39,575
13	33,297	36,157	39,035	40,207
14	34,350	37,235	40,119	41,321
14A	35,235	38,177	41,116	42,350
15	35,313	38,364	41,428	42,668

PCTEA SALARY SCHEDULE "A" (Cont.)
Effective Date July 1, 2001

Grade	Step 1	Step 2	Step 3	Step 4
15A	35,818	38,941	42,074	43,336
15B	37,108	40,304	43,580	44,888
16	37,823	41,093	44,479	45,813
17	39,298	42,742	46,319	47,709
17A	39,628	43,213	46,912	48,320
18	40,585	44,385	48,247	49,694
19	42,354	46,308	50,258	51,763
19A	42,888	47,085	51,295	52,832
20	43,691	48,013	52,396	53,967
21	47,948	52,579	57,358	59,079
22	51,125	56,116	61,104	62,937
22A	52,188	57,373	62,554	64,431
23	54,487	59,664	64,850	66,795
24	57,903	63,243	68,581	70,638
24A	60,366	65,805	71,254	73,392

PCTEA SALARY SCHEDULE "B"
Effective Date July 1, 2002

Grade	Step 1	Step 2	Step 3	Step 4
A	22,830	23,528	24,746	25,488
1	23,326	24,487	25,645	26,414
2	23,884	25,086	26,293	27,082
3	24,308	25,558	26,805	27,610
4	25,142	26,470	27,793	28,627
5	25,610	27,048	28,484	29,339
5A	26,107	27,608	29,110	29,986
6	26,210	27,717	29,232	30,108
7	26,872	28,453	30,084	30,984
7A	26,881	28,458	30,084	30,984
7B	27,343	28,985	30,630	31,549
8	27,674	29,359	31,112	32,045
9	28,382	30,247	32,140	33,106
9A	29,324	31,240	33,160	34,157
10	29,534	31,605	33,678	34,689
10A	30,096	32,412	34,726	35,769
11	30,814	33,124	35,465	36,526
11A	32,356	34,669	37,070	38,182
12	32,479	35,109	37,834	38,970
12A	33,733	36,408	39,135	40,309
12B	34,342	37,044	39,768	40,960
13	34,462	37,422	40,401	41,614
14	35,552	38,538	41,523	42,767
14A	36,468	39,513	42,555	43,832
15	36,549	39,707	42,878	44,161

PCTEA SALARY SCHEDULE "B" (Cont.)
Effective Date July 1, 2002

Grade	Step 1	Step 2	Step 3	Step 4
15A	37,072	40,304	43,547	44,853
15B	38,407	41,715	45,105	46,459
16	39,147	42,531	46,036	47,416
17	40,673	44,238	47,940	49,379
17A	41,015	44,725	48,554	50,011
18	42,005	45,938	49,936	51,433
19	43,836	47,929	52,017	53,575
19A	44,389	48,733	53,090	54,681
20	45,220	49,693	54,230	55,856
21	49,626	54,419	59,366	61,147
22	52,914	58,080	63,243	65,140
22A	54,015	59,381	64,743	66,686
23	56,394	61,752	67,120	69,133
24	59,930	65,457	70,981	73,110
24A	62,479	68,108	73,748	75,961

PCTEA SALARY SCHEDULE "C"
Effective Date July 1, 2003

Grade	Step 1	Step 2	Step 3	Step 4
A	23,515	24,234	25,488	26,253
1	24,026	25,222	26,414	27,206
2	24,601	25,839	27,082	27,894
3	25,037	26,325	27,609	28,438
4	25,896	27,264	28,627	29,486
5	26,378	27,859	29,339	30,219
5A	26,890	28,436	29,983	30,886
6	26,996	28,549	30,109	31,011
7	27,678	29,307	30,987	31,914
7A	27,687	29,312	30,987	31,914
7B	28,163	29,855	31,549	32,495
8	28,504	30,240	32,044	33,006
9	29,233	31,154	33,104	34,099
9A	30,204	32,177	34,155	35,182
10	30,420	32,553	34,688	35,730
10A	30,999	33,384	35,768	36,842
11	31,738	34,118	36,529	37,622
11A	33,327	35,709	38,182	39,327
12	33,453	36,162	38,969	40,139
12A	34,745	37,500	40,309	41,518
12B	35,372	38,155	40,961	42,189
13	35,496	38,545	41,613	42,862
14	36,619	39,694	42,769	44,050
14A	37,562	40,698	43,832	45,147
15	37,645	40,898	44,164	45,486

PCTEA SALARY SCHEDULE "C" (Cont.)
Effective Date July 1, 2003

Grade	Step 1	Step 2	Step 3	Step 4
15A	38,184	41,513	44,853	46,199
15B	39,559	42,966	46,458	47,853
16	40,321	43,807	47,417	48,838
17	41,893	45,565	49,378	50,860
17A	42,245	46,067	50,011	51,511
18	43,265	47,316	51,434	52,976
19	45,151	49,367	53,578	55,182
19A	45,721	50,195	54,683	56,321
20	46,577	51,184	55,857	57,532
21	51,115	56,052	61,147	62,981
22	54,501	59,822	65,140	67,094
22A	55,635	61,162	66,685	68,687
23	58,086	63,605	69,134	71,207
24	61,728	67,421	73,110	75,303
24A	64,353	70,151	75,960	78,240

SCHEDULE "F"
COMPLETED MONTHS OF SERVICE IN QUALIFYING YEAR

Years of Service	JUNE (12)	MAY (11)	APR (10)	MAR (9)	FEB (8)	JAN (7)	DEC (6)	NOV (5)	OCT (4)	SEPT (3)	AUG (2)	JULY (1)
2 thru 4	10	9	8	7	7	6	5	4	3	3	2	1
5	15	14	12	11	10	9	8	6	5	4	2	1
6	16	15	13	12	11	9	8	7	5	4	3	1
7	17	16	14	13	11	10	8	7	6	4	3	1
8	18	16	15	14	12	10	9	7	6	4	3	1
9	19	17	16	14	13	11	10	8	6	5	3	2
10	20	18	17	15	13	12	10	8	7	5	3	2
11	21	19	17	16	14	12	10	9	7	5	3	2
12	22	20	18	17	15	13	11	9	7	6	4	2
13	23	21	19	17	15	13	12	10	8	6	4	2
14	24	22	20	18	16	14	12	10	8	6	4	2
15 or More	25	23	21	19	17	15	12	10	8	6	4	2