

**AGREEMENT BETWEEN**  
**THE BOARD OF EDUCATION OF THE CITY OF BUFFALO**  
**AND**  
**AFSCME LOCAL 264, AFL-CIO**

This Agreement entered into this 20<sup>th</sup> day of August, 2021, by and between the BOARD OF EDUCATION OF THE CITY OF BUFFALO, hereinafter sometimes referred to as the "Board" or "Employer" and AFSCME LOCAL 264, hereinafter sometimes referred to as the "Union" or "Local 264".

**WITNESSETH**

WHEREAS, Local 264, as the exclusive representative of Service Center employees, cleaners, charwomen and laboring personnel of the Board, has all of the rights and privileges granted to it by the resolution adopted by the Board on October 11, 1967; and

WHEREAS, the parties have agreed to negotiate in good faith with respect to the salaries, welfare provision, working conditions, hours and certain matters of policy for all of the personnel represented by Local 264; and

WHEREAS, Local 264 has affirmed that it does not assert the right to strike against any government or will not assert the right to strike, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike; and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize for the advancement of education and the common good of the public;

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed to as follows:

**ARTICLE I**  
**RECOGNITION AND FAIR PRACTICES**

**Section 1.1**

The Board hereby recognizes Local 264 as the exclusive representatives of Service Center employees, cleaners, charwomen and laboring personnel. If a new job title is created during the life of the Agreement, the inclusion of said position shall be determined by mutual agreement of the parties.

**Section 1.2**

Local 264 agrees to maintain its eligibility to represent the above indicated employees of the Board by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.

**Section 1.3**

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with, the activities of any employee organization.

**ARTICLE II**  
**DEFINITIONS**

**Section 2.1** - "District" means the City School District of the City of Buffalo and applies to all persons (e.g. Superintendent of Schools, Administrators, supervisor) and bodies (e.g. the Board of Education) properly authorized to act on behalf of the District.

**Section 2.2** - "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.

**Section 2.3** - "Superintendent of Schools" means the person appointed by the Board to serve on a regular or acting basis as the Chief Administrator.

**Section 2.4** - "Union" means AFSCME Local 264, AFL-CIO and applies to all persons (e.g. President of the Union and other officers) and bodies (e.g. the Executive Committee) properly authorized to act for the Union.

**Section 2.5** - "Employee" means a person in a position included in the unit described in Article I of this Agreement.

**Section 2.6** - "Party" means the District or the Union.

**Section 2.7** - "Parties" means the District and the Union.

**Section 2.8** - "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.

**Section 2.9** - "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.

**Section 2.10** - "Permanent Employee" means a person appointed to a position covered by this Agreement as a permanent competitive class employee.

**Section 2.11** - "Provisional Employee" means a person appointed to a position covered by this Agreement as a provisional class employee.

**Section 2.12** - "Temporary Employee" means a person appointed to a position covered by this Agreement as a temporary class employee.

**Section 2.13** - "Daily or Seasonal Employee" means a person employed by the District on a per diem or seasonal basis.

**Section 2.14** - "Non-Competitive Employee" means a person appointed to a position covered by this Agreement as a non-competitive class employee.

**Section 2.15** - "Immediate Superior" shall refer to, as appropriate, either an employee whose job title is Dispatcher or includes the word "Head", "Senior" or "Foreman".

**Section 2.16** - "Supervisor" shall include, as appropriate, supervisors in the Service Center's departments such as Transportation, etc. Such positions shall be further identified as Departmental Supervisors.

**ARTICLE III**  
**LOCAL 264 AND BOARD RIGHTS**

**Section 3.1**

The Superintendent and representatives of Local 264 shall meet, on request and with advance notice, to discuss matters relating to the implementation of this Agreement and other matters of concern. If the Superintendent is not available, he shall designate his representative or, if Local 264 prefers, the meeting shall be rescheduled for the earliest possible date on which he is available.

**Section 3.2**

The Departmental Supervisor and/or the Superior in each work area shall be available, upon notice, for conferences with representatives of Local 264 to discuss mutual problems and matters relating to this Agreement. Such conferences shall be scheduled during normal working hours so as not to interfere with the necessary operations of the work area.

**Section 3.3**

Employees represented by this Agreement shall have the right to have their membership dues deducted from their paychecks for Local 264. Membership dues for Local 264 shall be deducted according to a plan agreed upon by the Board and Local 264. Employees shall authorize such membership dues deductions in writing and such authorization shall continue in effect until written revocation shall be delivered or mailed to the business office of the District by the employee.

**Section 3.4**

Effective July 1, 1979, any present or future employee represented by Local 264, who is not a Union member and who does not make application for membership, shall have deducted from his 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 organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and condition of employment.

**Section 3.5**

A representative of Local 264 shall be allowed to visit work areas to investigate working conditions, employee complaints, problems or for other purposes relating to Local 264 affairs. When such activities cannot be performed other than during working hours, the representative of Local 264 shall be given such time upon the approval of the Superintendent or his representative. Upon the arrival of the representative of Local 264 at the work area, he shall report his presence to the Departmental Supervisor and shall confer with same in order to facilitate the purpose of his visit. Local 264 and its officers recognize and agree that this privilege should not be abused.

**Section 3.6**

Whenever representatives of Local 264 are mutually scheduled by the parties to participate during working hours in conferences, meetings, or in negotiations, they shall suffer no loss of pay. It is understood and agreed, however, that the District shall not be obligated to pay the salaries of more than three (3) representatives for each session. Negotiations shall, whenever practicable, be scheduled during normal business hours.

### **Section 3.7**

There shall be two (2) seats reserved for Local 264 at School Board meetings when there is business pertaining to Local 264 on the agenda. Local 264 representatives present will receive full pay as per present Board policy.

### **Section 3.8**

Local 264, upon written request stating the reason therefore and delivering such request to the Board no later than 10:00 AM on the Friday preceding the Board meeting, shall be given an early place on the agenda of any regular meeting of the Board.

### **Section 3.9**

No existing Board policies, instructions or handbooks shall in any way limit the rights granted employees in this Agreement. Any portion of the existing documents that is inconsistent with this Agreement shall be ineffective. Any privilege or rights which are terms or conditions of employment enjoyed by civil service employees in the past which are not contained in this Agreement shall not be denied unless expressly stated herein.

### **Section 3.10**

If any employee covered by this Agreement is disciplined by his supervisor for any infraction of rules or delinquency in the performance of his duties, such employee shall have the right to discuss the matter further with his supervisor; and if such employee determines it necessary, he may have a representative of Local 264 present at such discussion.

### **Section 3.11**

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such action asserted by the District or any agent or representative thereof shall be subject to the provisions of the Civil Service Law. All disciplinary letters and formal charges will be copied to the Union office.

### **Section 3.12**

Non-competitive class employees, who have completed their probationary service and who may thereafter become subject to removal or other disciplinary action, shall be afforded a hearing before the Superintendent of Schools.

### **Section 3.13**

If any employee is sued as a result of any action taken by said employee while acting in the discharge of his duties within the scope of his employment, the Board will, on written request, provide legal counsel through the office of the Corporation Counsel and render all necessary assistance to the employee in his defense. The employee shall notify the Superintendent of such action within ten (10) days after the action is brought against him. In the event action is submitted to the Board concerning said employee, the employee shall be notified by the Superintendent's office. Nothing herein contained shall restrict the right of an employee to retain his own counsel in such matters; but in such event, the Board shall not be obligated to pay the fee and expenses for outside counsel retained by the employee.

**ARTICLE IV**  
**SALARIES AND HOURS OF WORK**

**Section 4.1 - Salary and Adjustments**

(A) For the period effective July 1, 2013, until October 19, 2021, the parties agree that there will be a zero (0%) wage increase on all salaries as determined by the wage schedule annexed hereto and marked Appendix B. Appendix B represents a salary of zero (0%) percent increase.

(B) Effective upon ratification, effective October 20, 2021, the Board agrees to pay all of the annual employees, and all daily and seasonal employees, represented by the Union the rate of compensation as determined by the wage schedule annexed hereto and marked Appendix C. Appendix C represents a salary increase of \$500 followed by a 12.5 percent (12.5%) increase.

(C) Effective upon ratification, effective July 1, 2022, the Board agrees to pay all of the annual employees, and all daily and seasonal employees, represented by the Union the rate of compensation as determined by the wage schedule annexed hereto and marked Appendix D. Appendix D represents a salary increase of 2.75 percent (2.75%).

(D) Effective upon ratification, effective July 1, 2023, the Board agrees to pay all of the annual employees, and all daily and seasonal employees, represented by the Union the rate of compensation as determined by the wage schedule annexed hereto and marked Appendix E. Appendix E represents a salary increase of 3.0 percent (3.0%).

(E) Effective upon ratification, effective July 1, 2024, the Board agrees to pay all of the annual employees, and all daily and seasonal employees, represented by the Union the rate of compensation as determined by the wage schedule annexed hereto and marked Appendix F. Appendix F represents a salary increase of 2.75 percent (2.75%).

These increases are not retroactive. The increases will commence on the Monday subsequent to the date the agreement is ratified by the Buffalo Board of Education.

- (1) Employees who retire, resign or are otherwise duly terminated from BCSD employment prior to Ratification are not entitled to the wage adjustments provided herein without precedent and for this contract resolution only. Employees on unpaid leaves of absence shall not be eligible for any retroactive wage payments until such time as they have completed thirty (30) days actual full-time service.
- (2) Steps - The union agrees that all outstanding issues with respect to the BFSAs imposed wage freeze (April 2004 to July 2007) are resolved.

**One time signing bonus:**

- (3) Each current and active full-time unit member at the time of ratification will receive a one-time signing bonus for the amounts specified below for their years of service (full calendar year, less any unpaid leaves of absence as defined in the collective bargaining unit agreement) as of September 1, 2021. The bonus shall be paid in a separate check within sixty (60) calendar days of the effective date of the agreement, which is the date ratified by the Buffalo Board of Education.

<u>Years of Service</u>	<u>Bonus</u>
< 1	\$0
> 1-5	\$1000
>5-10	\$1500
>10-15	\$2000
>15-20	\$2500
20+	\$3000

#### **Section 4.2 - Increments and Shift Differential**

(A) Employees hired after July 1, 1985 shall require five (5) years to reach the maximum salary in their title.

(B) Salary increments as prescribed for each of the various salary grades in Appendix A shall be granted effective on the anniversary date of appointment until the maximum salary level is reached.

(C) New Hires (hired on or after July 1, 2012) shall be required to complete two (2) consecutive years of actual service before promoting to Step 2 of the salary schedule.

(D) All classifications represented by the Union are set forth in Appendix A.

(E) In addition to the established wage rates, the Employer shall pay an annual shift differential of \$150.00, in biweekly installments, to all second and third shift employees for all hours worked on full shifts beginning between 2:00 PM and 6:00 PM.

(F) When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not accept the pay rate as proper, the Board agrees to negotiate with the Union concerning the matter.

(G) The Board of Education shall pay all salaries and wages upon a biweekly basis. In the event that the regularly scheduled day of payment is a holiday, pay shall be made upon the day preceding.

- 1) In years in which the payroll sequence for AFSCME Local 264 members will not change, the District will supply the union with ten copies of the Civil Service Payroll Schedule.
- 2) In years in which the payroll sequence will change the District, prior to the payroll sequence change, shall distribute with each unit member's first June paycheck a copy of the Civil Service Payroll Schedule, which shall contain at the top of the schedule a bolded, and underlined notation that the payroll sequence has changed.

#### **Section 4.3 - Hours of Work**

(A) The regular workday shall not exceed eight (8) consecutive hours including one (1) hour for lunch. References to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods

(B) All employees shall be scheduled to work at a regular work shift as determined by the Department Head. Said work shift shall have a regular starting and quitting time except for emergency situations or seasonal operations as declared by the Department Head. Work shift schedules shall not be changed by said Department Head unless the changes are mutually agreed upon. Where negotiations between the Department Head and the Union fail to reach mutual agreement, the issue may be subject to arbitration. Work schedules showing the employee's shifts, workdays and hours, shall be posted on all department bulletin board at all times.

(C) 1) The District shall maintain and make available to all its employees a daily record showing the time worked by each employee.

2) Electronic Record Keeping and Payroll System: Local 264 agrees and acknowledges that BCSD shall have the right to implement a shift sign-in & sign-out policy/procedure. Sign-in/sign-out processes shall be implemented and/or modified upon consultation via labor-management meeting(s) with Local 264.

(D) All employee's work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible. Employees, who for any reason work beyond their regular quitting time, shall receive a fifteen (15) minute rest period before beginning to work.

(E) An employee who is unable to perform his/her assigned job because of alcohol and drug abuse shall be sent home and not be paid for such day or remaining part of the day.

(F) The necessary facilities and supplies for personal cleanup shall continue to be provided. Those employees who require such cleanup, by virtue of the nature of their job assignments, shall be allowed reasonable time within the workday for that cleanup. This may particularly apply to Garage Mechanics, Mechanics Helpers, Machinists, Office Machine Mechanics, Grounds Workers and other titles and include cleanup prior to the lunch hour and the end of the work shift.

(G) (i) When employees are "held over" for duty, outside but immediately adjoining their regularly scheduled shift, employees shall be paid for actual overtime worked.

(ii) Employees recalled to work after completion of their normal work shift shall be guaranteed a minimum of four (4) hours overtime pay at their applicable overtime rate. Where the recall extends beyond four (4) hours in length, overtime shall be paid for actual hours worked.

(iii) Employees who, in advance, accept an offer of overtime which is scheduled for a weekend or recognized holiday shall receive a minimum of four (4) hours overtime pay at their applicable overtime rate. Where the recall extends beyond four (4) hours in length, overtime shall be paid for actual hours worked.

(iv) Should an employee be unable to complete the overtime shift, as assigned, overtime shall be paid for actual hours worked.

(v) Management reserves discretion to assign overtime shifts, including but not limited to the length thereof.

(H) Time and one-half (1 1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- (1) All work performed in excess of eight (8) hours in any workday.
- (2) All work performed in excess of forty (40) hours in any workweek.
- (3) All work performed before or after any scheduled work shift.
- (4) All work performed on Saturday for those employees on a Monday through Friday work schedule.

(I) All hours compensated shall be counted as hours worked for the purpose of computing overtime.

(J) On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification and department on a rotational basis. Employees who are offered overtime work on this basis but decline should be considered to have worked for the purpose of determining equal distribution of overtime.

(K) Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

Employees, who accept an overtime assignment but fail to report or work the complete assignment, on the first occurrence, may be skipped for the next opportunity to work overtime. On the second occurrence, within one (1) year of the last occurrence, the employee may be skipped for the next two (2) opportunities to work overtime. On the third occurrence, within one (1) year of the last occurrence, the employee may be skipped for the next three (3) opportunities to work overtime. Any failure to complete an accepted overtime assignment that occurs more than one (1) year after the last occurrence shall be considered the first occurrence.

(L) A record of overtime hours worked by each employee shall be available for the employee's inspection.

(M) Compensatory time off shall not be used in lieu of overtime pay.

(N) Employees are not eligible to receive overtime if the employee utilizes more than four (4) hours accrued sick leave or any unpaid time off during the same day overtime work is offered and performed.

(O) Double time the employee's regular hourly rate of pay shall be paid for all work performed on Sunday for those employees on a Monday through Friday work schedule.

**ARTICLE V**  
**LONGEVITY**

For employees qualifying hereunder, the longevity schedule is as follows:

Years of Service	Longevity Amount
5 years but less than 10 years	\$ 500.00
10 years but less than 15 years	1,000.00
15 years but less than 20 years	1,350.00
20 years but less than 25 years	1,650.00
25 years but less than 30 years	2,000.00
30 years and each year thereafter	2,500.00

Longevity payments shall be paid in the appropriate lump sum amount on the payday of the payroll period following the employee's anniversary date. Upon an employee's retirement or death in service, the prorated amount of longevity due the employee as of the date of retirement or death shall be paid to the employee or the employee's estate, whichever is applicable.

**ARTICLE VI**  
**HOLIDAYS**

**Section 6.1 - Holidays Recognized**

The following are recognized holidays between the parties:

New Year's Day	Columbus Day
Dr. Martin Luther King Day	Election Day
Patriot's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Three (3)-Board Designated
Labor Day	Holidays

The above-cited holidays will be celebrated on the calendar days designated each year by the Board of Education.

**Section 6.2 - Holiday Pay Eligibility**

All salaried personnel and per diem employees covered by this Agreement who have completed six (6) months of service shall be eligible for holiday pay.

**Section 6.3 - Work on Holidays**

If an employee works on a paid holiday, he shall be paid time and one-half (1 1/2) for all hours worked in addition to his holiday pay. To be entitled for holiday pay, the employee must have worked on his last scheduled workday immediately preceding the holiday and on his first scheduled workday immediately after the holiday unless his absence on either of such days is an excused day of absence with pay within the terms of this Agreement.



**ARTICLE VII**  
**VACATIONS**

**Section 7.1 - Vacation Allowances**

(A) Employees hired prior to July 1, 2012, shall be entitled to vacation with pay according to the following schedule:

Less than ten (10) months	One (1) day per month
One (1) year of service	Two (2) weeks
Five (5) years of service	Three (3) weeks
Ten (10) years of service	Four (4) weeks
Fifteen (15) years of service	Five (5) weeks

(B) Vacations shall be granted to each employee on a fiscal year basis according to length of service. An additional day of vacation shall be granted for each year of service between the fifth (5th) and tenth (10th) year and between the tenth (10th) and fifteenth (15th) year.

(C) Employees hired on or after July 1, 2012 shall be entitled to vacation with pay according to the following schedule:

More than six (6) months	5 days
One (1) year to five (5) years of service	Two (2) weeks, i.e. ten (10) work days
Six (6) years to ten (10) years of service	Three (3) weeks, i.e. fifteen (15) work days
Eleven or more years of service	Four (4) weeks, i.e. twenty (20) work days

(D) When vacation schedules have been approved; they shall not be changed unless mutually agreed by the Departmental Supervisor and the employee.

(E) Time paid on sick leave, on injury or other excused absence and all other time paid but not actually worked shall be considered as days worked for the purpose of computing vacation allowance.

(F) Every effort shall be made to grant vacations at the time requested by the employee. Preference for vacations shall be decided by benefit seniority as outlined in Article XIV, Section 14.1. However, if the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority with the Board of Education shall be given his choice of vacation period in the event of conflict over vacations periods. Vacation periods shall be taken each fiscal year.

(G) Vacation carryover means carrying any unused vacation entitlement from one (1) year to the next consecutive year. The Department Head may allow vacation carryover in the specific instances which follow:

- 1) The Department Head requesting, in writing, and the employee agreeing, in writing, to forego scheduled vacation and carryover said vacation to the next fiscal year in order that said department may provide and maintain adequate service to the public.
- 2) 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 disability. The employee will be allowed to carryover up to ten (10) days of vacation to the next fiscal year.

(H) Employees, who are unable to take his/her scheduled vacation because the employee is unable to work and is collecting Worker's Compensation benefits shall be allowed to carryover unused vacation entitlement from one year to the next consecutive year.

**Section 7.2 - Vacation Pay**

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 payday immediately preceding the employee's vacation period.

Employees who are taking at least ten (10) consecutive days of vacation shall receive their vacation pay no later than three (3) days prior to the start of their vacation period provided a written request for same has been submitted to the payroll department at least ten (10) days in advance.

**Section 7.3 - Vacation Rights in Case of Layoff, Retirement or Separation.**

Any employee who is laid off, retired or separated from the service of the Board for any reason including death (save for cause) prior to taking his vacation earned during the fiscal year within which they die or retire shall be compensated in cash for the unused vacation he has accumulated at the time of his separation from service. In the event of death, such payment shall be made to the employee's estate.

**Section 7.4 - Work During Vacation Period**

Once vacation periods are approved, they will not be changed unless mutually agreed to by the Departmental Supervisor and the employee.

**ARTICLE VIII**  
**SICK LEAVE**

**Section 8.1 - Sick Leave Allowances**

All probationary and permanent employees and non-competitive employees shall be allowed sick leave for personal illness as follows: Thirteen (13) days per year cumulative to two hundred fifty (250) days.

An employee who has served for a period of ten (10) years or more with the Board of Education may, upon exhaustion of his sick leave allowance, apply for and be granted two (2) additional periods of thirty (30) days sick leave with full pay. This additional sick leave may be granted only once during a ten (10) year period and any unused portion shall not be cumulative.

A physician's certificate may be required in connection with absence on account of illness for two (2) or more consecutive days, upon the request of the Superintendent or the employee's Department Supervisor.

Sick time can be deducted in one quarter (1/4) day increments.

**Section 8.2 - Employees Eligible for Sick Leave**

This privilege is to include all probationary, permanent annual salaried employees and all non-competitive employees.

**Section 8.3 - Temporary and Provisional Employees**

Temporary and provisional employees on annual salary shall be given sick leave at the rate of one (1) day for each month of service within a given fiscal year. Any unused portions of sick leave granted to such employees shall be cumulative in accordance with Section 8.1 of this Article where the services are continued during successive fiscal years.

**Section 8.4 - Sick Leave Buy Back**

Effective July 1, 2002, the Board agrees that upon retirement or death, any accumulated, unused sick leave up to a limit of one hundred ninety (190) days can be "bought back" by the District at a ratio of 1:3.

### **Section 8.5 – Sick Leave Incentive**

Effective July 1, 2012, in order to encourage employees to conserve Sick Time Allowance, the board agrees to award the following amounts to employees who make minimal use of sick time:

- 1) The fiscal year shall be divided into two (2) periods of six (6) months each for purposes of sick leave incentive calculations. The first period shall consist of July 1<sup>st</sup> to December 31<sup>st</sup>. The second period shall consist of January 1<sup>st</sup> to June 30<sup>th</sup>.
- 2) For each period, any member of this bargaining unit who uses no sick days in the complete six (6) month period shall receive \$250.00.
- 3) For each period, any member of this bargaining unit who utilize one eight (8) hours or less sick leave in the complete six (6) month period shall receive \$125.00.

Employees who are hired into a position covered by this collective bargaining agreement 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 scheduled work days without pay during a period, will not be eligible for any awards during that period.

## **ARTICLE IX** **LEAVE OF ABSENCE WITH PAY** **AND** **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

### **Section 9.1 - 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, in writing, by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employees desires. Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing. Any request for immediate leaves because of special urgency shall be answered before the end of the shift on which the request is submitted. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

### **Section 9.2 - Jury Duty**

Employees shall be granted leave with full pay any time they are required to report for jury duty. Such employee shall remit, to the Board, all pay received for acting as a juror less that amount needed to pay parking and meal expenses.

### **Section 9.3 - Personal Leave**

- 1) Employees hired prior to July 1, 2012 shall be entitled to five (5) personal leave days per year with pay, for urgent personal business.
- 2) Employees hired on or after July 1, 2012 shall be entitled to four (4) personal leave days per year with pay, for urgent personal business.
- 3) 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.
- 4) Personal leave credit may not be used in units of less than one-quarter (1/4) day.
- 5) Except in the case of an emergency, personal leave requests must be submitted, in writing, to the employee's supervisor at least forty-eight (48) hours before their effective dates.
- 6) Effective July 1, 2012, new Service Center employees hired after July 1<sup>st</sup> of any fiscal year will be credited with a pro-rata portion of the four (4) personal leave days for the first fiscal year.

#### **Section 9.4 - Union Leave**

Members of the Union elected as an official delegate to attend a function of the International Union or other subordinate body such as conventions or educational conferences shall be allowed time off, without loss of pay or time, to attend such functions. Union leave shall not exceed a total of six (6) days in any fiscal year.

#### **Section 9.5 - Bereavement Leave**

Each employee who is absent from duty on account of death in his immediate family or his spouse's shall receive his established compensation for the period so absent not exceeding five (5) days for each such death. This bereavement leave shall be noncumulative and nonchargeable to any other leave. The employee must attend the funeral or memorial service and shall notify the department head of his request for such leave.

The immediate family shall include the spouse, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents of the employee or spouse and any other relatives of the employee residing in the household of the employee. Brother-in-law shall mean the brother of one's husband or wife and the husband of one's sister. Sister-in-law means the sister of one's husband or wife and wife of one's brother.

In the event that death occurs to the employee's aunt, uncle, niece or nephew, he shall be entitled to one (1) day's absence with pay. Such excused day shall be the day of the funeral or burial service.

#### **Section 9.6 - Funeral of Friend**

Employees desiring to attend the funeral of a friend shall be granted one (1) day. Such excused day shall be the day of the funeral or burial service and shall be chargeable to the employee's personal leave accumulation.

#### **Section 9.7 - Civic Duty**

Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved as a plaintiff or defendant shall be granted a leave of absence with pay for the period necessary to fulfill their civic responsibility.

#### **Section 9.8 - Family and Medical Leave**

Eligible employees are entitled to leave in accordance with the Family and Medical Leave Act (FMLA) of 1993.

Employees who have been employed by the Board of Education for at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) month period immediately preceding the start of the FMLA leave are eligible employees. Eligible employees are entitled to a total of twelve (12) weeks of FMLA leave in a twelve (12) month period.

Employees must request FMLA leave thirty (30) days in advance, or as soon as practicable, on a form designed by the Board of Education, and this request must specify the combination of accrued vacation leave, sick/personal leave and unpaid leave requested for this purpose.

Family and medical leave is appropriate to care for the employee's spouse, son, daughter or parent, if that family member has a serious health condition. A "serious health condition" includes any illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider due to: a health condition which lasts more than three consecutive days; pregnancy or prenatal care; a chronic serious health condition which continues over an extended period of time; a permanent or long-term condition for which treatment may not be effective; and any absences to receive multiple treatments for restorative surgery or for a condition which would result in a period of incapacity if not treated. A certification will be required to support a request for FMLA leave.

The Board of Education may transfer an employee on FMLA leave to another position that better accommodates the leave requirements, provided the employee qualifies for the position and the position has the same salary range and status.

No part of FMLA leave shall be considered a break in employment.

Unpaid FMLA leave shall not change the employee's anniversary date.

Employees shall accrue annual and sick leave at their appropriate rates while on unpaid FMLA leave.

## **ARTICLE X** **UNPAID LEAVES**

### **Section 10.1 - General**

Leaves of absence and extensions thereof for a limited period shall be granted in accordance with present policy.

### **Section 10.2 - Union Business**

Any employee who is elected to a Union office or who is designated by the Union to do work which takes him from his employment with the Board shall, upon the written request of the Union, be granted a leave of absence without pay. This leave shall not exceed two (2) years, but it shall be renewed or extended at any time upon the written request of the Union. Any member of the Union who is selected by the Union to participate in any other Union activity shall be granted a leave of absence at the written request of the Union. Such leave is not to exceed one (1) month, but it shall be renewed at any time upon the written request of the Union.

### **Section 10.3 - Disability Leave**

If any employee is disabled from working by reason of illness or injury, he shall be allowed paid sick leave to the extent he has such available; and thereafter, he shall be allowed unpaid leave until, in the judgment of a physician, he is capable of resuming regular duties. However, no such paid leave shall, in total, exceed the number of paid sick leave days the employee had accumulated as of his last day of work prior to beginning the leave plus the days that may be available under Article VIII, Section 8.1. Whenever the need for such leave, paid or unpaid, is known in advance (i.e. schedule surgery, pregnancy, etc.), the employee shall give the Board as much notice as is practicable, preferably thirty (30) days. The Board shall pay the employee's health insurance premiums for the period of the leave.

### **Section 10.4 - Employment Opportunities**

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

### **Section 10.5 - Voluntary Resignation**

Failure to report for duty within twenty (20) working days of the expiration of a leave of absence without pay or any extension thereof, or failure to return to work prior to the conclusion of twenty (20) working days when absent without leave, shall be deemed the equivalent of a resignation from the service provided, however, that registered letters, return receipt requested, are sent to the employee at the employee's last known address and to the Union during the twenty (20) working days period. The letter shall be sent no later than the employee's fifteenth (15th) day of absence without leave and shall reproduce this Section and indicate to the employee that a failure to return within the twenty (20) day period outlined in this Section constitutes termination from service.

**ARTICLE XI**  
**MILITARY SERVICE**

**Section 11.1 - Training Program**

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 during such service.

“Employees must submit applications for such leave on a personal leave form. Except in the case of an emergency (an emergency shall constitute a call for active duty by the State or Federal government), all leave request forms must be submitted at least forty-eight (48) hours before the effective date of the leave.

The employee shall submit a copy of his or her military orders either at the time the personal leave form is submitted or within a reasonable period after return from active duty.”

**Section 11.2 - Active Service**

Any employee who enters into active service in the Armed Forces of the United States while in the employ of the Board shall be granted a leave of absence, without pay, for the period of his military service.

However, the Board will grant each employee who enters into active service in the Armed Forces of the United States the opportunity to exhaust their benefits of vacation and personal leave prior to entry into the military service.

**ARTICLE XII**  
**ABSENCE DUE TO A WORK RELATED INJURY AND/OR ILLNESS**

(A) The Employer shall provide coverage for all employees covered by this Agreement under the Worker's 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 Worker's 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 disability]. If the disability exceeds one (1) year, the employee may use sick leave, personal leave and vacation credits.

(C) Any on-the-job injury must be reported to an employee's supervisor promptly, and all required forms must be filed in a timely manner. An accident report must be filed within thirty (30) calendar days from the date of injury.

**ARTICLE XIII**  
**RETIREMENT, HEALTH AND LIFE INSURANCE BENEFITS**

**Section 13.1 - Retirement Benefits**

Effective July 1, 1971, Section 75i of the Retirement and Social Security Law (known as Career Retirement Plan) shall be provided for all employees, including the \$20,000 death benefit provision, the 165 days sick leave service credit and the credit for service in World War II.

## **Section 13.2 - Health Insurance Benefits**

### **Section 1. – Health Insurance**

- A. Cosmetic Surgery rider is eliminated for all current employees and for those who retire under this CBA after ratification effective upon ratification of the Agreement.
- B. All provisional and permanent Employees, hired by the BSCD for the first time prior to July 1, 2012, are fully eligible to receive health insurance benefits and shall have the choice of receiving either the Base or Enhanced Plan of benefits. Effective January 1, 2012, all such Employees shall be required to financially contribute toward the cost of such health insurance benefits at an amount equal to 1.25% of their annual base salary. Such contribution shall be via bi-weekly payroll deduction. Employees' deductions will be taken through the IRS 125 Cafeteria Plan (Article XXXV) to pay such contribution from pre-tax earnings unless the employee opts out.
- C. Employees who are hired in a provisional or permanent capacity for the first time on or after July 1, 2012, fully eligible to receive health insurance benefits and shall have the choice of receiving either the Base or Enhanced Plan of benefits. All such Employees shall be required to financially contribute toward the cost of such health insurance benefits at an amount equal to 20% of the Base Plan premium cost for such plan of benefits. Employee deductions will be taken through the IRS 125 Cafeteria Plan (Article XXXV) to pay such contribution from pre-tax earnings unless the employee opts out. The BCS D shall pay the remainder of the Base Plan premium cost. In no event will the employee contribution increase more than ten percent (10%) per annum, nor shall there be any contribution increase in years where there is no negotiated wage increase. Additionally, any such Employee who elects to receive the Enhanced Plan of benefits shall pay the difference between the Enhanced and Base plans.
- D. It is understood and agreed by the parties that Employee health insurance contributions from active employees shall be paid regardless of the number of days an employee has worked. In the event that an employee does not earn enough for the entire deduction to be taken, it shall be the responsibility of the employee or designee to contact the BCS D Benefit Office to make arrangements for payment to be made. In the event that an employee is on an approved medical or family leave of absence, it is understood that the employee must contact the Benefit Office to make arrangements for payment to be made. In any event, should an employee fail to pay the respective contribution, health insurance shall be cancelled.
- E. The BCS D reserves the right to add additional health care coverage providers, as deemed necessary or appropriate by the BCS D.
- F. Insurance Committee – The Union agrees to participate in a District insurance committee which will review all aspects of health insurance including but not limited to the plan of benefits, usage, and costs of health insurance. Any changes to the existing PROVIDER, benefits or plans shall first be negotiated by the parties and mutually agreed upon prior to implementation. The Union shall have a seat on the selection committee if an RFP (request for proposals) for a health insurance provider is contemplated.
- G. It is the obligation of the employee to advise the BCS D's benefits section of any changes in family status that impacts the BCS D's cost of health insurance. An employee's failure to notify the BCS D's benefits section within thirty (30) days of a change in family status, which

results in an unnecessary expenditure to the BCSD, will result in the payroll deduction of such costs from the employee.

- H. All employees must enroll every year in their preferred health insurance plan of benefits, at the request of the BCSD.
- I. Where spouses are eligible for coverage for health insurance benefits through employment with the BCSD or the City of Buffalo, only one spouse may accept such coverage and then only for “family” coverage. The choice of which insurance plan to enroll in (BCSD/City of Buffalo) shall lie with the employee.
- J. Waiver Incentive: 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 with any administrative expenses incurred reimbursed by the Board.

Eligibility: Eligible employees, who can produce documentation which certifies that they have coverage for health care expenses through any source, are eligible to participate in the waiver incentive program. Participation is effective on the first day of the month beginning at least fifteen (15) days after receipt by the Plan administrator.

Employees who choose to waive coverage shall be able to revoke such waiver when there is a qualifying event.

- K. Coverage will commence with an employee's first day of employment by the District unless the employee waives coverage in writing.
- L. No employee who shall remain fully eligible for health insurance benefit coverage shall suffer a break in such coverage.
- M. Employees who are absent on account of illness or injury and who have exhausted their sick and other appropriate leave accumulations shall retain any health insurance benefits, as provided herein, for a period not to exceed 9 months following exhaustion of their leave. Employees hired for the first time prior to July 1, 2012 are still required to pay the 1.25% of their annual base salary as noted in Article XIII, Section 13.2.B and D. Employees hired for the first time on or after July 1, 2012 are still required to pay the 20% of the Base Health Insurance plan as noted in Article XIII, Section 13.2.C and D.
- N. Employees who retire from the District prior to ratification will be provided, without cost to themselves, the benefits of the health insurance program in effect at the time of their retirement.



- O. Employees on approved leaves of absence without pay, other than sick leave, shall have the option to continue to receive full health and hospitalization coverage as provided for in this article for the period of leave upon monthly reimbursement to the Board at the group plan rate.
- P. All employees shall be required to participate in a mandatory health insurance survey and accurately complete and return the survey to the Board. The objective of the survey is to keep accurate information needed to provide coverage for employees. Such information will include the individuals(s) current address, marital status and dependent status.

**Section 2. – Health Care of Retirees**

- A. Employees, who retire under this agreement and who have filed for pension benefits from the New York State Comptroller’s Office, shall be provided health insurance benefits in effect at the time of their retirement, by the BCSD, in accordance with the following chart:

<b>Retirement Date</b>	<b>Effective 7/1/12 Hired prior to Ratification</b>	<b>Effective 7/1/12 Hired after Ratification but prior to 10/1/2021</b>
<b>Plans of Benefits Pre-65</b>	Plan A Enhanced (Traditional) Plan B Base (POS Plan)	Plan A Enhanced (Traditional) Plan B Base (POS Plan)
<b>Annual Contributions Pre-65 (paid quarterly)</b>	Single \$400 Family \$700	25% of Premium of Base Plan (with option to buy-up to Enhanced Plan)
<b>Plan of Benefits Post-65 (or sooner if disabled)</b>	Forever Blue Medicare Plan  Note: if one spouse is not yet Medicare eligible above plan will remain in effect for that spouse	Forever Blue Medicare Plan  Note: if one spouse is not yet Medicare eligible above plan will remain in effect for that spouse
<b>Contributions Post-65 (paid quarterly)</b>	For employees hired prior to October 1, 2021, effective for those that retire after July 1, 2023, that are eligible for retiree health insurance, will be required to contribute \$200.00 per year towards the Forever Blue Medicare Advantage Plan, when eligible.	For employees hired prior to October 1, 2021, effective for those that retire after July 1, 2023, that are eligible for retiree health insurance, will be required to contribute \$200.00 per year towards the Forever Blue Medicare Advantage Plan, when eligible.

<b>Eligibility</b>	<p><b>Hired Prior to 1/1/03</b>  15 yrs  City &amp; BMHA time counts  Disability Retirement 15 years</p> <p><b>Hired After 1/1/03</b>  15 years all with BCSD  Disability Retirement 15 years</p>	15 years all with BCSD
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- B. Effective upon ratification of this agreement, the BCSD will make available the Enhanced Plan to employees hired for the first time on or after July 1, 2012, who subsequently retire from BCSD service. Such retirees shall be responsible for paying the difference between the Enhanced and Base Plans, as well as the Base Plan contribution, as detailed herein.
- C. Employees who retire under this CBA, who take the district health insurance, their spouse and dependents shall enroll in Medicare Parts A & B upon eligibility. All employees who retire under this CBA, shall be required to pay 100% of the costs of Medicare Part B.
- D. It is the obligation of employees who retire under this CBA to advise the BCSD's benefits section of any changes in family status within thirty (30) days thereof and to provide acceptable proof of dependent eligibility as directed by the District. A Retiree's failure to notify the BCSD's benefits section of a change in family status, which results in an unnecessary expenditure to the BCSD, shall obligate such retiree to reimburse the BCSD for such costs.
- E. Employees who retire after ratification of this CBA will be eligible to participate in the "Open Enrollment" process each year. They will be notified of their annual opportunity to change from their current chosen plan to another of the plans offered to them and will be told of the proposed rates. If a Retiree misses the deadline for "Open Enrollment" changes (s)he will not be eligible for another year.
- F. All employees who retire under this CBA must enroll every year in their preferred health insurance plan of benefits including the Forever Blue Medicare Plan (when eligible), at the request of the BCSD.
- G. Where spouses are eligible for coverage for health insurance benefits through employment/retirement with the BCSD or the City of Buffalo, only one spouse may accept such coverage and then only for "family" coverage. The choice of which insurance plan to enroll in (BCSD/City of Buffalo) shall lie with the employee.
- H. In the event of the death or divorce from a spouse who carries the health care coverage, the non-carrying spouse who would have been eligible for coverage through employment with the BCSD will be eligible to enroll in a plan which offers a level of benefits that would have been enjoyed at such employee/retiree's date of retirement. In situations where the non-carrying 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. In the event of divorce or death of the retiree, coverage for the spouse shall cease. Surviving spouses of retirees who were participating in the benefit but were not entitled to enroll in coverage because they were not employed by the Board, will be provided the opportunity to exercise their COBRA rights.

I. Permanent or Provisional employees hired for the first time on or after October 1, 2021 will not be eligible for Retiree Health Insurance provided at BCSD expense. (There is no change in retiree health insurance for employees hired prior to October 1, 2021). However, employees hired after October 1, 2021 shall have the option, at their discretion, of purchasing the District retiree health insurance plan by utilizing the amount obtained by cashing out all of their sick days, up to 250 days, at a ratio of 1 for 2 (1:2) to pay for district health insurance at 100% of the cost to the employee. The employee may use the option above or the Sick Leave Buy Back option under Article VIII, Section 8.4, but not both.

### **Section 3. – Prescription Drug Coverage.**

All employees and for those who retire under this agreement after ratification, shall receive prescription drug benefits with a \$1/\$15/\$30 co-payment.

### **Section 13.3 - Dental**

(A) For the BCSD fiscal year commencing July 1, 2012 and concluding June 30, 2013, the BCSD shall provide fully paid dental insurance to eligible Local 264 members. Thereafter and effective July 1, 2013, the BCSD agrees to increase the amount payable to the Union for dental insurance coverage to \$48.00 per employee per month. Only active employees shall be eligible for this benefit.

Employees will be responsible to pay any difference in premium cost and the amount paid by the District. Payment shall be made through payroll deduction.

(B) The Union has designated Group Health Incorporated as the party who will provide a dental care program to the employees represented by the Union upon such terms and conditions as may be agreed upon by the Union and Group Health Incorporated. Any change in dental provider will be done in consultation with the Board and the Union.

(C) The sole obligation of the District with regard to the dental care program is to make the required monthly payments. The Board of Education has no responsibility for the rendering of dental services or for the nature and quality of the services rendered. The Union agrees to hold the District harmless with respect to any and all claims which may be made against the District arising out of the dental care program provided for herein.

(D) All employees shall have the option to waive dental coverage. Those employees who waive dental coverage will receive three hundred dollars (\$300) payable in a single check in the second pay period in January.

Employees can only elect to waive and/or enroll in the dental program once in any twelve (12) month period.

### **Section 13.4 - Life Insurance Benefits**

Effective July 1, 1972, the Group Life Insurance Plan presently in effect for instructional personnel shall be provided for eligible employees covered by this Agreement on a fully paid basis.

The Board will provide a five hundred dollar (\$500) death benefit for employees covered by this Agreement who have retired between July 1, 1972 and December 31, 2002. Claims for the death benefit shall be filed within two (2) years of the date of death.

**ARTICLE XIV**  
**SENIORITY**

**Section 14.1 - Definitions**

(A) Total seniority is the accumulation of time an employee works for any department or agency of the City of Buffalo as a continuous, permanent or non-competitive employee.

(B) Job title seniority is the accumulation of time an employee works for the Board of Education in his current, permanent job title in either the competitive or non-competitive class. The permanent appointment date of his last appointment to such job title will be used to establish his seniority until he gains permanent tenure in another job title.

(C) Benefit seniority is the entitlement for all fringe benefits and will be based on length of continuous service with any department or agency of the City of Buffalo including temporary and provisional service. Such benefits shall include preference for vacations.

**Section 14.2 - Breaks in Continuous Service**

(A) An employee's continuous service shall be broken by voluntary resignation, layoff or retirement. However, if an employee returns to work in any capacity within six (6) months, except following voluntary resignation, the break in continuous service shall be removed from his record.

(B) Authorized leaves of absence shall not constitute a break in continuous service.

**Section 14.3 - Work Assignments**

(A) The Board of Education, once a year, shall post a list of work assignments for those employed in the title of Laborer. Employees shall select, according to seniority, an assignment.

The departments involved will be:

Inventory and Delivery

Equipment and Repair

Building Repair (A pool of Laborers shall be established to support the building trades.)

(B) If an employee wishes to change his assignment within his job title after such selections have been made, he shall submit a written request requiring approval by the District and the Union. If approved, the change in assignment will take effect two (2) months thereafter.

(C) The District will continue to post, once a year on the bulletin board, work assignments, for those employed in the title of truck driver. Employees shall select, according to job title seniority, for these assignments.

(D) There shall be a separate posting for Stadium assignments and only those permanent and non-competitive employees assigned during the year will be eligible to bid on Stadium assignments.

(E) Bidding will be conducted on the first Wednesday of June. Those who will not be able to attend shall submit their choices in writing to the dispatcher no later than two (2) days prior to the bid with two (2) copies to be signed by both the employee and the dispatcher (or his designee). If an employee is not present for the bid and no choices are submitted, the employee shall be placed at the bottom of the list. The District will then reserve the right to assign those employees who were absent from the bid and moved to the bottom of the list.

**Section 14.4 - Demotion According to Civil Service**

(A) If an employee demotes to a job title he once had permanently, he will be credited only with that job title seniority he had originally.

(B) If an employee demotes to a job title to which he never had a permanent appointment, his job title seniority date on such job shall be the date on which he transferred to it.

#### **Section 14.5 - Consolidation of or Elimination of Jobs**

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities or for any other reason shall be permitted to exercise their Civil Service seniority rights to transfer to any other job in the service of the Board in accordance with the provisions of the Civil Service Law.

### **ARTICLE XV** **WORK FORCE CHANGES**

#### **Section 15.1 - Method of Filling Positions**

(A) The term promotion means the advancement of an employee to a higher paying position.

(B) In case of promotion or whenever a new job classification opening or a vacancy occurs other than temporary, the position shall be filled in accordance with Civil Service Rules of Procedure and selections shall be made from the appropriate Civil Service list until the list of names is exhausted.

(C) Should a new position or vacancy occur which cannot be filled from an appropriate Civil Service list, the position shall then be posted on all bulletin boards for a period of ten (10) working days stating the job title, pay rate and necessary qualifications for the job.

- 1) An employee shall apply, in writing, for such position and submit the application to the Bureau of Personnel Services.
- 2) If the position is to be filled, it shall be filled by the Board within thirty (30) days not including posting time from the date the new classification or vacancy occurs from among employees who have made such application and who are qualified, except that where more than one employee qualifies for the same position, total seniority or job title seniority, in accordance with the most recent examination announcement for this position shall be the determining factor in making the selection. The following procedures will be observed:
  - (a) If the new position or vacancy was announced by the Municipal Civil Service Commission as promotional competitive in nature, job title seniority shall be the seniority factor to be used in making the selection.
  - (b) If the new position or vacancy was announced by the Municipal Civil Service Commission as being open competitive in nature, total seniority shall be the seniority factor to be used in making a selection.

(D) The Union shall be notified, by the Board, in writing, within five (5) days of all full time job vacancies caused by resignation, retirement or for "just cause" discharge.

#### **Section 15.2 - Temporary Vacancies**

Whenever an employee is assigned to fill a temporary vacancy or to perform the duties of a higher classification for one day or more or whenever an employee is promoted from one position grade to another, he will be paid the equivalent increment step in the higher grade.

#### **Section 15.3 - Reassignments**

(A) Employees desiring to be assigned to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested reassignment.

(B) Employees requesting reassignments for reasons other than the elimination of jobs may be reassigned only to the same job classification on the basis of total seniority.

## **ARTICLE XVI** **SETTLEMENT OF DISPUTES**

### **Section 16.1 - Grievance Procedure**

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 this Agreement. Such grievances and disputes shall be settled in the following manner:

**STEP 1:** (A) Any employee alleging a grievance shall submit the grievance orally to his Departmental Supervisor for discussion. The employee may require that a representative of his Union 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 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 immediate 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, the employee and his representative may, within five (5) days after the answer is rendered or due 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, 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 its convened with a copy being furnished to the Departmental Supervisor.

**STEP 3:** If the grievance is not settled at Step 2, the employee and/or his representative 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 employee and his representative 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 employee and/or his representative within seven (7) days after the meeting.

**STEP 4:** If the Superintendent's answer is not satisfactory or acceptable, the employee and/or his representative may, within five (5) days after the answer is rendered or due, request that the matter be submitted to arbitration. The arbitrator to be appointed to hear the grievance shall be selected by the NYS Public Employment Relations Board in accordance with its rules which shall likewise govern the arbitration hearing.

The arbitrator shall be requested to render a decision within thirty (30) days of receipt of the grievance and shall limit such decision to the application and interpretation of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The failure to take any of the action authorized at any step of 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 16.2 - Matters Relevant to Grievance Procedure**

(A) The Superintendent shall provide agreed upon grievance forms in adequate number.

(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 bypassed by mutual agreement, in writing.

(D) In the case of organizational type grievances, defined as involving three (3) or more members, may be initiated at step 2 of the grievance process. All other grievances must be initiated at step 1.

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

(F) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board of Education and the Union whenever they are jointly involved in the arbitration stage of this procedure.

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

**ARTICLE XVII**  
**UNION ACTIVITIES ON BOARD OF EDUCATION TIME AND PREMISES**

**Section 17.1 - Stewards and Representatives**

(A) The Board of Education agrees that during working hours, on its premises and without loss of pay, the appropriate Union steward and/or properly designated Union representative shall be allowed to:

- Investigate and process grievances;
- Post Union notices;
- Distribute Union literature;
- Solicit Union membership during other employee's non-working time;
- Advise the Board of all safety and health hazards;
- Transmit communications, authorized by the Local Union or its officers, to the Board of Education or its representatives;
- Consult with the Board of Education, its representatives, or Local Union officers.

(B) Union representatives, as referred to in this Section, shall include one (1) Steward for each major department or location, the Chapter Chairperson, Vice-Chairperson and Business Representative.

(C) The Chapter Chairperson, Vice-Chairperson and Stewards shall not be transferred or loaned from one department to another if such move will interfere with the Union activities. This shall not prevent a reassignment from one shift to another when such reassignment is at the employee's own request.

(D) The name of the employees selected as Stewards and the names of other Union representatives who may represent employees shall be certified, in writing, to the Board of Education by the Local Union.

(E) Local 264 and its officers recognize and agree that these privileges should not be abused.

(F) The Employer agrees to permit representatives of the International Union, the Union Council and the Local 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 the employee. The appropriate authorities shall be notified in advance.

**Section 17.2 - Labor/Management Committee**

The parties agree to the formation of a committee consisting of three (3) members of the Union and a like number from the Board. This committee will meet on a monthly basis for the purpose of discussing matters of mutual concern. Arrangements for such meeting shall be made in advance and shall be held during normal working hours. Employees selected as representatives shall suffer no loss of pay or benefits for the periods of such meeting.

**ARTICLE XVIII**  
**SAFETY AND HEALTH COMMITTEE**

The Board and the Union agree to establish a joint Safety and Health Committee composed of two (2) members each of Union and Board representatives.

Such committee shall meet as required for the purpose of discussing accident prevention, health conditions and the development of suitable corrective measures.

**ARTICLE XIX**  
**AUTO ALLOWANCE**

**Section 19.1**

For use of privately owned vehicles in the conduct of authorized business of the Board, employees will be compensated at the IRS yearly rate effective July 1, 2012.

**ARTICLE XX**  
**CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK**

**Section 20.1**

During the life of this Agreement, the Board of Education shall not contract out or subcontract any public work currently performed by employees covered by this Agreement that would result in the elimination of any covered employee's position or the reduction of a covered employee's regular work hours.

**Section 20.2**

The Union recognizes that, in the face of increased costs and lowered revenues, the Board has the obligation and right to pursue programs that encourage cost containment, productivity increases and management improvements. If in order to further effective management the Board should elect to have pupil transportation fully provided by independent contractors, the Board and the Union agree that the Board can further subcontract pupil transportation services and that the parties agree that they will negotiate a modification of Article XX in good faith as to that job function only. Such modification will require that:

- (A) The Board shall notify the Union of its intent to negotiate this matter. Negotiations shall begin no later than ten (10) days following the Board's notice of a bid; and should negotiations not be successfully concluded within thirty (30) days thereafter, the matter will be submitted to an arbitrator mutually agreed upon in accordance with the grievance procedures contained elsewhere in the Agreement.
- (B) Permanent, non-competitive, non-provisional and non-temporary employees affected by this action shall be guaranteed a comparable position based on their job titles provided they are willing and able to perform the work so offered.
- (C) Should employees be unwilling or unable to perform the work offered but are willing to accept a lesser paying position, the Board and the Union will negotiate reasonable lump sum payment to the employee willing to accept a lesser paying position.



(D) Should a qualifying exam be required when a transfer is made, the Board and the Union agree that they will urge upon the Civil Service Commission equitable standard for such exam or urge waiver of any exam. Should an employee fail the qualifying exam, the employee will continue to be offered a position comparable to his skills at no loss in pay or be offered the option contained in (C).

(E) This exception of Article XX should not in any way diminish the meaning of the Article.

**ARTICLE XXI**  
**UNION BULLETIN BOARDS**

The Board agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The bulletin boards shall be three (3) feet by four (4) feet. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union's insignia shall be on all bulletin boards.

**ARTICLE XXII**  
**TOOL ALLOWANCE**

Employees holding the titles Head Motor Equipment Mechanic, Motor Mechanic, Auto Mechanic Helper and Laborer II's who are assigned as Auto Mechanic Helpers shall receive an annual tool allowance of three hundred (\$300.00) dollars.

Effective July 1, 2002, said annual tool allowance shall be increased to four hundred and fifty (\$450.00) dollars.

**ARTICLE XXIII**  
**SAFETY SHOES**

- A. Effective July 1, 2021, those employees determined by the District to be required to wear safety shoes will, upon presentation of a dated receipt, be reimbursed up to two hundred (\$200) dollars of the cost of one pair of safety shoes per fiscal year.
- B. Bargaining unit members on any unpaid leave of absence as defined in Article X or on Workers Compensation, will not be eligible for the boot/shoe allowance for the time he/she is on leave. If an employee is on leave or Workers Compensation for a portion of the year, the boot/shoe allowance will be prorated.

**ARTICLE XXIV**  
**PRESCRIPTION SAFETY GLASSES**

The Board of Education shall reimburse for each employee requiring prescription safety glasses to perform his/her job duties for up to \$200.00 upon submission of the corrective lens prescription and receipt of purchase of the safety glasses. Upon submission of the aforementioned documentation and reimbursement, the employee will not be eligible for another reimbursement for a period of one full calendar year.

**ARTICLE XXV**  
**PLEDGE AGAINST DISCRIMINATION AND COERCION**

(A) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or any reason whatsoever. The Union shall share equally with the District the responsibility for applying this provision of the Agreement.

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

(C) All references to the employee in this Agreement designate both sexes; and wherever the male gender is used, it shall be construed to include male and female employees.

(D) The District agrees to not interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the District or any District representative against any employee because of Union membership or because of any employee activity in any official capacity on behalf of the Union or for any other cause.

**ARTICLE XXVI**  
**MAINTENANCE OF BENEFITS**

All terms or conditions of employment of employees now in effect which are not specifically provided for elsewhere in this Agreement shall remain in effect for the duration of this Agreement unless mutually agreed otherwise between the Board and the Union.

**ARTICLE XXVII**  
**JOB REEVALUATION**

(A) If, during the life of this Agreement, the Union requests, in writing, the reevaluation 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.

**ARTICLE XXVIII**  
**SAVINGS CLAUSE**

This Agreement and all provisions herein are subject to all applicable laws and to the appropriation of funds by the Common Council. In the event that any provision herein is found to violate such laws, said provisions shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had never been part of this Agreement.

**ARTICLE XXIX**  
**LAYOFF NOTICE OR PAY IN LIEU THEREOF**

All salaried personnel and per diem employees covered by this Agreement, who have completed six (6) months of service and who are to be laid off, will have at least ten (10) working days notice of layoff or pay in lieu of such notice except in those instances where a person was originally employed for a specific and/or limited period of time.

**ARTICLE XXX**  
**CIVIL SERVICE EXAMINATIONS WITH PAY**

Employees shall be allowed time off with pay on days they are scheduled to work to take open competitive and promotional examinations by the City of Buffalo Civil Service Commission.

**ARTICLE XXXI**  
**MEMBERSHIP PACKETS**

The District will allow membership packets, furnished by the Union, to be placed in a suitable area as they may be obtained by new employees.

**ARTICLE XXXII**  
**PRINTING OF THE AGREEMENT**

The District and the Union agree that a sufficient number of pocket-sized editions of the Agreement shall be printed. The cost of printing the Agreement shall be apportioned and distributed as follows: fifty percent (50%) to the Union and fifty percent (50%) to the District.

**ARTICLE XXXIII**  
**SPECIAL EMERGENCY OR SPECIAL HOLIDAY**

Whenever a special emergency or holiday is declared by the District necessitating the closing of the Central Offices, the employees covered by this Agreement required or requested to work shall be compensated according to the overtime rate schedule or shall be granted another day off with pay in lieu of the holiday or emergency day.

**ARTICLE XXXIV**  
**REVIEW OF PERSONAL HISTORY FOLDER**

An employee shall, within fifteen (15) days of a written request to his agency or department, have an opportunity to review his personal history folder in the presence of an appropriate official of the department or agency. He shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

**ARTICLE XXXV**  
**IRS 125 CAFETERIA PLAN**

The parties agree to the establishment of an Internal Revenue Service (IRS)125 "Cafeteria Plan". This plan will allow employees to pay for unreimbursed medical and dependent care expenses with pre-tax dollars. In accordance with the terms of the plan, eligible employees will participate in the "Premium Conversion" benefit which allows employees to use pre-tax dollars for any contributions toward health care premiums. The cost of administering the program shall be borne by the Board of Education.

**ARTICLE XXXVI**  
**TAX SHELTERED ANNUITIES**

Employees, covered by this Agreement, may participate in the tax sheltered annuities program. The cost of administering the program shall be borne by the Board of Education.

**ARTICLE XXXVII**  
**ATTENDANCE POLICIES**

**A. Absent Without Leave ("AWOL") Policy**

For purposes of this Agreement, absent without leave (AWOL) shall occur where an employee fails to report their absence from work to his/her immediate supervisor and/or other appropriate BCSD representative -or- when an employee is absent from work and does not have sufficient accrued vacation,

sick or personal leave time remaining to be allocated for such absence, thus resulting in the employee going payless.

The first time an employee's absence is unexcused, the employee's manager shall issue a written warning to the employee. The written warning will advise the employee that a second violation will result in a five (5) day unpaid suspension being imposed on the employee.

If the employee commits a second violation, the five (5) day unpaid suspension will be imposed. If the employee commits a third violation within an eighteen (18) month period of the last violation, the employee will be issued a ten (10) day unpaid suspension and shall be required to enter into a Last Chance Agreement, providing, in part, that he/she waives the right to a hearing pursuant to Civil Service Law §75.

The Last Chance Agreement shall be in full force and effect for two (2) calendar years beginning on the date the employee signs the Last Chance Agreement. If there is a subsequent violation during the period of the Last Chance Agreement, the infraction will result in the employee's termination of employment.

Compelling reasons for an employee's absence without leave shall be considered on an individual, case-by-case basis.

**ARTICLE XXXVIII**  
**LEGISLATIVE REQUIREMENT**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

**ARTICLE XXXIX**  
**TERMINATION**

This Agreement shall be effective as of the first day of July, 2013 and shall remain in full force and effect until the 30th day of June, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred fifty (150) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

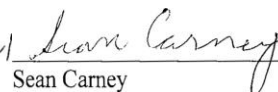
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto set their hand this 20th day of August, 2021.

days.

  
Nathaniel Kuzma

8-20-2021  
Date

  
Sean Carney

8/20/21  
Date

General Counsel and Chief Negotiator  
Buffalo City School District

President  
American Federation of State, County  
and Municipal Employees, Local 264,  
AFL-CIO

APPENDIX A  
JOB TITLES AND SALARY GRADES

Bus Attendant and Cleaning Worker - See Appendix B, C, D & E

Grade 3: Guard I

Grade 5: Laborer I

Grade 5A: Cleaner  
Elevator Operator  
Laborer

Grade 6: Auto Mechanic Helper      Maintenance Assistant  
Film Repairman                      Stock Clerk  
Locksmith Helper                      Laborer II

Grade 7:

Grade 8: Senior Stock Clerk

Grade 9: Bus Driver                      Grounds Service Worker  
Custodian                                  Truck Driver

Grade 10: Audio Visual Equipment Technician  
Cabinet Maker                              Machinist  
Furniture Finisher                          Musical Instrument Mechanic  
General Mechanic                              Piano Tuner  
Heavy Equipment Operator                  Routing Specialist  
Locksmith

Grade 11: Office Machine Mechanic  
Head Bus Driver  
Millwright  
Motor Equipment Mechanic  
Upholsterer

Grade 12: Head Audio Visual Equipment Technician  
Head Equipment Mechanic  
Head Furniture Mechanic  
Head Locksmith  
Head Machinist  
Machinist Supervisor I  
Principal Stock Clerk

Grade 13: Electronics Technician  
Heating Equipment Service Worker  
Head Machine Repair Mechanic  
Head Motor Equipment Mechanic  
Head Office Machine Mechanic

Grade 14: Dispatcher  
Head Electronics Technician  
Telecommunications Technician

**Schedule B**  
**July 1, 2013 - October 16, 2021**

**0 % Increase**

<b>Grade</b>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bus Attendant					\$18,883
Cleaning Worker	\$29,567	\$30,171	\$30,773	\$31,379	\$31,981
3	\$30,146	\$31,245	\$31,900	\$32,555	\$33,201
5	\$31,117	\$32,820	\$33,469	\$34,233	\$35,003
5A	\$32,294	\$33,058	\$33,822	\$34,609	\$35,397
6	\$32,600	\$33,381	\$34,172	\$34,994	\$35,818
8	\$34,099	\$35,036	\$35,969	\$36,909	\$37,850
9	\$34,901	\$35,909	\$36,909	\$37,913	\$38,914
10	\$36,149	\$37,243	\$38,335	\$39,425	\$40,516
11	\$37,521	\$38,732	\$39,940	\$41,190	\$42,438
12	\$39,283	\$40,677	\$42,069	\$43,488	\$44,909
13	\$42,295	\$43,751	\$45,202	\$46,659	\$48,106
14	\$44,375	\$46,194	\$48,010	\$49,824	\$51,643

**Schedule C**

**October 18, 2021 at Ratification**

**\$500 increase then 12.5% Increase**

<b>Grade</b>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bus Attendant					\$21,806
Cleaning Worker	\$33,825	\$34,505	\$35,182	\$35,864	\$36,542
3	\$34,477	\$35,713	\$36,450	\$37,187	\$37,914
5	\$35,569	\$37,485	\$38,215	\$39,075	\$39,941
5A	\$36,893	\$37,753	\$38,612	\$39,498	\$40,384
6	\$37,238	\$38,117	\$39,006	\$39,931	\$40,859
8	\$38,924	\$39,979	\$41,029	\$42,085	\$43,144
9	\$39,826	\$40,960	\$42,085	\$43,216	\$44,341
10	\$41,229	\$42,460	\$43,689	\$44,917	\$46,143
11	\$42,773	\$44,137	\$45,495	\$46,900	\$48,305
12	\$44,757	\$46,323	\$47,890	\$49,487	\$51,086
13	\$48,146	\$49,781	\$51,415	\$53,053	\$54,681
14	\$50,484	\$52,532	\$54,574	\$56,615	\$58,661

**Schedule D**  
**July 1, 2022 - June 30, 2023**

**2.75% Increase**

<b>Grade</b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Bus Attendant					\$22,406
Cleaning Worker	\$34,755	\$35,454	\$36,150	\$36,850	\$37,546
3	\$35,425	\$36,695	\$37,452	\$38,210	\$38,957
5	\$36,547	\$38,516	\$39,266	\$40,150	\$41,039
5A	\$37,908	\$38,791	\$39,674	\$40,584	\$41,495
6	\$38,262	\$39,165	\$40,079	\$41,029	\$41,983
8	\$39,994	\$41,078	\$42,157	\$43,242	\$44,330
9	\$40,921	\$42,086	\$43,242	\$44,404	\$45,560
10	\$42,363	\$43,628	\$44,890	\$46,152	\$47,412
11	\$43,949	\$45,351	\$46,746	\$48,190	\$49,633
12	\$45,988	\$47,597	\$49,207	\$50,848	\$52,491
13	\$49,470	\$51,150	\$52,829	\$54,512	\$56,185
14	\$51,872	\$53,977	\$56,075	\$58,172	\$60,274

**Schedule E**  
**July 1, 2023 - June 30, 2024**

**3.0% Increase**

<b>Grade</b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Bus Attendant					\$23,078
Cleaning Worker	\$35,798	\$36,518	\$37,235	\$37,956	\$38,672
3	\$36,488	\$37,796	\$38,576	\$39,356	\$40,126
5	\$37,643	\$39,671	\$40,444	\$41,355	\$42,270
5A	\$39,045	\$39,955	\$40,864	\$41,802	\$42,740
6	\$39,410	\$40,340	\$41,281	\$42,260	\$43,242
8	\$41,194	\$42,310	\$43,422	\$44,539	\$45,660
9	\$42,149	\$43,349	\$44,539	\$45,736	\$46,927
10	\$43,634	\$44,937	\$46,237	\$47,537	\$48,834
11	\$45,267	\$46,712	\$48,148	\$49,636	\$51,122
12	\$47,368	\$49,025	\$50,683	\$52,373	\$54,066
13	\$50,954	\$52,685	\$54,414	\$56,147	\$57,871
14	\$53,428	\$55,596	\$57,757	\$59,917	\$62,082

**Schedule F**  
**July 1, 2024 - June 30, 2025**

**2.75% Increase**

<b>Grade</b>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bus Attendant					\$23,713
Cleaning Worker	\$36,782	\$37,522	\$38,259	\$39,000	\$39,735
3	\$37,491	\$38,835	\$39,637	\$40,438	\$41,229
5	\$38,678	\$40,762	\$41,556	\$42,492	\$43,432
5A	\$40,119	\$41,054	\$41,988	\$42,952	\$43,915
6	\$40,494	\$41,449	\$42,416	\$43,422	\$44,431
8	\$42,327	\$43,474	\$44,616	\$45,764	\$46,916
9	\$43,308	\$44,541	\$45,764	\$46,994	\$48,217
10	\$44,834	\$46,173	\$47,509	\$48,844	\$50,177
11	\$46,512	\$47,997	\$49,472	\$51,001	\$52,528
12	\$48,671	\$50,373	\$52,077	\$53,813	\$55,553
13	\$52,355	\$54,134	\$55,910	\$57,691	\$59,462
14	\$54,897	\$57,125	\$59,345	\$61,565	\$63,789



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