COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
BUFFALO PUBLIC SCHOOLS
AND
BUFFALO TEACHERS FEDERATION

99 mod 10/16/16

10/16/2016

October 16, 2016

SALARY - (ARTICLE XXV)

1. Page 104, Article XXV, (Appendix I): Effective September 1, 2016, each step of the 2003-2004 salary schedule (including the psychologist schedule, Adult Education Day School teachers), shall be increased by 10% and increments and lane movements, where due, shall also be payable.

   Effective July 1, 2017, each step of the 2016-2017 salary schedules shall be increased by 2% and increments and lane movements, where due, shall also be increased by 2%.

   Effective July 1, 2018, each step of the 2017-2018 salary schedules, shall be increased by 2% and increments and lane movements, where due, shall also be increased by 2%.

   Upon ratification, the increases above will apply to all other compensation.

2. Page 54, Article XXV (C), (Appendix I): Effective July 1, 2016, newly hired teachers will start at Step 2. Any teachers on Step 1 shall be moved up to Step 2. (Increments shall still be tied to Step 1; Step 1 will remain on the salary chart).

   Effective July 1, 2017, the hold steps on the teacher and psychologists salary schedules will be removed at Steps 20 and 22 by adding Steps 20 and 22.

   Effective July 1, 2018, the hold steps on the teacher and psychologists salary schedules will be removed at Steps 16 and 18 by adding Steps 16 and 18.

3. Within 60 days of ratification, teachers employed on or after July 1, 2016 who were not terminated for cause, resigned or retired, will receive the following payments in a separate check.
   a. Steps 1-9 $2,000
   b. Steps 10-15 $5,000
   c. Steps 16-19 $6,000
   d. Steps 20-21 $7,000
   e. Steps 22-26 $8,000
   f. Steps 27 + $9,000

   Teachers may have this deposited into their TSAs subject to IRS limits.

4. Milcage reimbursement will reflect the prevailing IRS rate.

5. Effective July 1, 2016, Article XI (G) (2) will be increased to $6.00 per pupil and increased $2.00 on July 1, 2017.

6. Teachers that retired between July 1, 2007 and the ratification of the agreement will receive a one-time payment (or their estate) in the amount of $2,500. The District will pay this amount within 90 days from the date the Contract is ratified by both parties.

   Appropriate tax deductions will be made. Only teachers who retire from the District during the aforementioned period of time are eligible for this payment. Teachers that resigned or whose employment was severed for any other reason during this period of time are not eligible for this payment.

HEALTH INSURANCE - ARTICLE XXVI (2)

7. Page 68, Article XXVI (A):
   a. The District shall continue to offer single provider health insurance benefits and full time teachers shall contribute the following amounts annually toward health insurance:
      i. 2016-2017 Individual/$500 Family/$1100
      ii. 2017-2018 Individual/$550 Family/$1300
      iii. 2018-2019 Individual/$600 Family/$1500

      Teachers will have the option of making healthcare contributions equally by payroll deduction from their full paychecks.
   b. Teachers who retire prior to July 1, 2017 shall pay the same contributions in retirement as provided for in the 1999-2004 contract.
   c. Teachers who retire between July 1, 2017 and June 30, 2018 shall pay $600/individual, $1350/family, annually towards their health insurance in retirement.
      Teachers who retire on or after July 1, 2018 shall pay $650/individual, $1500/family.
   d. Page 72, Article XXVI (2) (A): Teachers who retire after July 1, 2017 shall, once they reach the age of 65 have the option to receive benefits under a Medicare Advantage plan or a plan with a substantially equivalent level of benefits.
   e. Eliminate the cosmetic surgery rider four (4) months after ratification of the agreement.
   f. Co-payments for office visits shall be $15 as soon as possible, after February 1, 2017 following the ratification of the agreement.
   g. Co-payments for prescription medications shall be tiered at $10/$25/Mail Order as soon as possible, after February 1, 2017, following the ratification of the agreement.
   h. Retired teachers will continue to be entitled to receive the same healthcare benefits as those they were entitled to upon retirement.

8. Effective as soon as possible after ratification, the District provides the BTF with:
   a. a one-time $350,000 contribution towards the Supplemental Benefit Fund, and:
   b. an increase in the per member contribution for the Supplemental Benefit Fund by $25 in each year of the contract.

9. For teachers injured after January 1, 2017, Page 88, Article XXXIV(2) (C): Where a teacher is unable to work due to a work-related illness or injury, other than one caused by an assault, the Board of Education shall continue the teacher's regular pay and benefits while the teacher is unable to work for a period of up to one (1) year.

CLASS SIZE OVERAGES

10. Page 15, Article IX: Class Size Overages: Students that are registered but have yet to attend will not be counted in a teacher's overage claim prior to BEDS day. After BEDS day, any student that appears on the teacher's class list (registered) will count towards the teacher's overage claim. Once a student is removed from the class list and no longer registered for the class, they will not count towards a teacher's overage claim.

WORK RULES

11. Page 13, Article VIII A (1): School Start and End Times: For the 2018-2019 school year (July 1, 2018 to June 30, 2019) only, the District may change the starting and ending time at schools to accommodate saving on bus routes under the following conditions.
    a. Teachers will be notified in writing of any such change on or before January 1, 2018.
    b. Upon notification of said changes, teachers at the affected schools will be placed at the top of the transfer list for the upcoming school year based upon their seniority.
    c. Unless agreed to by the faculty of the affected schools, no other changes within the starting and ending times will occur.
    d. Starting and/or ending time changes will be no more than one (1) hour.
    e. The starting time shall begin no earlier than 7:50 a.m. and end no later than 4:05 p.m.

12. Article VIII B (1) - After the word "required" on page 14, line 34, insert:
    Effective July 1, 2017 teachers shall work a maximum of 188 days commencing no earlier than September 1st. Two of the 188 days shall be used for professional development prior to the opening or at the end of the school year. One of the 188 days immediately prior to the opening of school will be duty free for teachers to set up their classrooms.

13. Effective September 1, 2017, Article VIII A (1) line 33, change six (6) hours and fifty (50) minutes to seven (7) hours and fifteen (15) minutes. The twenty-five (25) additional minutes will be added at the end of the day. The starting time shall begin no earlier than 7:50 a.m. and end no later than 4:05 p.m.

14. Page 73, Article XXVI (2) (A) (15): In order to assist the District in filling vacancies in a timely manner with qualified individuals, teachers shall be required to provide sixty (60) calendar days' notice of retirement in order to receive a $500.00 payment. Exceptions to this requirement must be agreed to by both the BTF and the Superintendent or his/her designee. If the parties are unable to agree to an exception, the first three steps of the grievance procedure may be utilized.

15. Athletic Programs - A committee consisting of five (5) teachers selected by the BTF and five (5) administrators selected by the superintendent will be convened to explore initiatives that will improve the Buffalo Public Schools athletic programs.

    Said committee will present its recommendations to the Superintendent and the Buffalo Teachers Federation president no later than June 1, 2017.

    Any recommendations that would require a change to the collective bargaining agreement by either the BTF and/or District will be submitted to the parties, for their agreement.

16. Page 39, Article XXI: Faculty Meetings: By a majority vote of the faculty, faculty meetings can be set before or after school hours or a mixture of each.

17. Class Sizes: Over the course of the past two school years, the Board of Education has directed funds to reduce the class sizes in the early elementary grades. The District proposes developing a committee comprised of six (6) members, three (3) of which will be appointed by the Federation and three (3) of which will be appointed by the Superintendent to further study the issue of class size and make recommendations to the Board of Education no later than October 1, 2017 regarding the reduction of class sizes in the upper elementary and secondary grades.

18. Article X A, where scheduling permits in those vocational and technical schools/programs having an eight (8), or more, period day, vocational/technical teachers shall have one (1) unassigned maintenance period per day with no students assigned.

19. Previously Agreeds (attached).

20. Pending Legal Actions.
    a. District and BTF drops bad faith negotiations appeals.
    b. BTF drops single carrier litigation.

21. Contract Updating.

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

OF THE CITY OF BUFFALO

AND

THE BUFFALO TEACHERS FEDERATION, INC.

Page 1, lines 7 and 8

Date subject to agreement by the parties.

Board of Education

Date Presented: 2/19/04

Proposal No. 2

P2 33-42

ARTICLE II: Fair Practices

Revise Section C as follows:

C. The Board and the Federation agree to promote the concept of Affirmative Action as a means of implementing equal employment opportunity for all persons, ~~and to cooperate in implementing the affirmative action orders of the U.S. District Court, but except to the extent that this Agreement must yield to orders of the court, such implementation shall be subject to the provisions of this Agreement.~~

P.R. agreed 11 June 2004

~~It is not the intent of the above to limit or restrict the Federation's right to utilize the grievance procedure or its recourse through the courts.~~

need within the terms + cond of emp + past practice

1) eliminate language referring to affirmative action orders of ct

2) commits to promote

agreed P.R. 11 June 2004

ARTICLE XIV

TEACHER TRANSFERS

P. 32, Line 30

Add: For a reduction in force which is to be effective subsequent to the end of the school year but on or before the first day of the next school year, the Building Committee members including the Delegate Chair and the other two delegates with the greatest seniority who served in that capacity prior to the BTF building election at the end of the school year, shall be the last persons considered for an involuntary transfer regardless of their seniority.

Add – lines 24-25: In case of a reduction in force during the school year.

28 July 2004 Phil Rutter

Board of Education

Date Presented: 2/19/04

Proposal No. 4

ARTICLE V: Grievance Procedure

Revise Section B, paragraph (1), as follows:

A "grievance" is a complaint by one or more teachers, of a violation, a misapplication or a misinterpretation of this Contract, or of Board personnel policies, except that assignment of a teacher to the Teacher Center, following recommendation by the Policy Board and approval by the Board of Education, shall not be grievable.

Once ~~the~~ T.C. policy Bd decide

Yes P. Ruine

11 June 2004

Board of Education
Proposal No. 23

Date Presented: 2/19/04

ARTICLE XI: Teaching Conditions

Delete the last two sentences in Section J, page 23, lines 1 through 4.

and revise the sentence at p. 22, ll 43-45, and p. 23, l 1, to provide -

When teachers wish to discuss private or confidential matters, the principal shall provide a telephone which insures privacy of conversation.

agreed 6/11/2004
PR

Jr Schmidt

The parties agree to use the attached prescription co-pay reimbursement plan form provided by Benefit Resource, Inc.

2 March 2004 P.R.

3/3/04

BTF

BUFFALO CITY SCHOOL DISTRICT: PRESCRIPTION CO-PAY REIMBURSEMENT PLAN

For prescription co-pays which exceed the contractual maximum

☐ **Check here if you have a new address or this is your 1st claim submitted to Benefit Resource, Inc.**

PART 1	PART 2: Complete if this is your 1st claim or your address has changed
Employee Name:	Street or P.O. Box:
SSN:	City:
Employer: Buffalo CSD – BTF	State: Zip Code:

PART 3: Employment Status

Current employment status (check one): ☐ Active ☐ Retired on ____/____/

PART 4: Claim Period

Rx expenses for the period (check one)	Claim received by BRI	Claim processed by
☐ Jan 1 – Mar 31	April 1 – 30	May 15
☐ Apr 1 – Jun 30	July 1 – 31	August 15
☐ Jul 1 – Sep 30	October 1 – 30	November 15
☐ Oct 1 – Dec 31	January 1 – 31	February 15

PART 5: Insurance Coverage

HMOs Retired prior to 1/1/93	Independent Health	Univera	Community Blue
☐ Single ☐ Family	☐ Single ☐ Family	☐ Single ☐ Family	☐ Single ☐ Family

PART 6: Employee Certification

I request reimbursement for the attached prescription expenses. Each expense listed is for a prescription provided to me, my spouse or an eligible dependent for an immediate medical purpose and will not be reimbursed from any other source. I understand that these expenses must qualify for reimbursement under the Internal Revenue Code and that they cannot be claimed as credits or deductions on my personal income tax.

Signature: _____ *Date:* _____

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM:

1. Complete Part 1 of the claim form in full.
2. Complete Part 2 of the claim form if this is your 1st claim submitted to Benefit Resource, Inc. or your address has changed.
3. In Part 3, check your current employment status
4. In Part 4, check the claim period being submitted.
5. In Part 5, check the insurance in which you are enrolled.
6. In Part 6, sign and date the claim form after reading the Employee Certification.
7. **ATTACH A RECEIPT OR COMPUTERIZED PRINTOUT OF ALL PRESCRIPTION DRUG CO-PAYS PAID DURING THE TIME PERIOD INDICATED ABOVE.** This printout *must* include the following information:
   - The name of the provider
   - The name of each prescription drug
   - The date each prescription drug was purchased
   - Your out-of-pocket cost for each prescription drug
   - The name of the person receiving the service
8. Submit your completed claim form and related documentation to:

ATTN: Claims Department
Benefit Resource, Inc.
2320 Brighton-Henrietta TL Rd.
Rochester, NY 14623-2782

Benefit Resource, Inc.
Phone: (800) 473-9595 ext. 300
Website: www.ibenefitresource.com

Voluntary and involuntary transfers to be maintained on a single transfer list with transferred teachers to remain in place for a minimum of two (2) years unless parties otherwise agree. (Consider deletion of Section G at pp. 31-32.)

EARLY RETIREMENT INCENTIVE

REPLACE:

l. 43-45 – pg. 75
l. 1 & 2 – pg. 76

1-7-16

WITH:

Eligible Teachers (aged 55-57) who notify the Board of Education in writing of their intention to retire will receive an ERI. Teachers may send such notice upon attaining age 54. A teacher may turn age 58 and maintain eligibility provided such notice is sent when the teacher is 57 years old.

REPLACE:

Article XXVI (2)
l. 16 – pg. 76

WITH:

APPLICABLE AGES

REPLACE:

l. 28 – pg. 76

WITH:

AGE 55-57

MODIFY – new language:
ages

Effective Date 9/1/2016

Age 54-57 (58 if notice provided at age 57)