

BOARD OF EDUCATION PROFESSIONAL, CLERICAL, TECHNICAL EMPLOYEES ASSOCIATION

ROOM 3 CITY HALL

BUFFALO, NY 14202

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Honorable Mention

Dear Members:

Our Negotiations Committee is honored to present you with a new Collective Bargaining Agreement that runs from July 1, 2022, through June 30, 2026.

So much has changed in this world and our country since we ratified our last contract in 2019 including a worldwide pandemic, a social justice awakening, a renewed interest in the labor movement, a domestic challenge to the national democratic process, and a foreign cyberattack on our workplace. During the Covid 19 shutdown, PCTEA members worked tirelessly, both in person and remotely, to ensure the continued functioning of the district as well as the education of our children. While facing unprecedented obstacles, our members proved that they were up for whatever challenges were laid before us and we collectively rose to meet them. Throughout all this turmoil and tribulation, our committee was determined to remain focused on leading the charge with the goal of securing a new contract for the benefit and financial well-being of the membership.

To this end, pre negotiation meetings started during the summer of 2021 in order to establish ground rules and expectations. We realized that it was critically important to build the frame first before the house could be erected. Formal contract proposals were submitted in November of 2021 followed by an intense series of frequent meetings with the district that lasted through the spring of 2022.

The end result was a Tentative Agreement, signed by the District and PCTEA on May 17th, ratified by the PCTEA membership on May 20th and finally approved by the Board during a special session on June 22, 2022.

This four-year contract that you now hold before you represents, what I believe to be, the best agreement in the history of this union. I am extremely proud of our membership's support as well as the tireless efforts of our Negotiations Committee to present you with the finest collective bargaining agreement possible that provides both financial stability and the maintenance of our rights and benefits. PCTEA- We make it happen!

In solidarity,

Aaron Armstrong
PCTEA President

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AGREEMENT

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

Article 1

RECOGNITION AND PURPOSE

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

The positions of Chief of Public Relations, Executive Special Assistant to the Superintendent, Chief Financial Officer/Chief Operating Officer, General Counsel, Chief Technology Officer, Assistant Legal Counsel, Executive Director of Plant Services, Executive Director of Operations, Executive Director of Safety and Security, Chief of Security, Associate Superintendent for Human Resources, Benefits Manager, Deputy Chief Financial Officer, Director of Purchase, Director of Recruitment & Employment Services, Legal Secretary, Paralegal and Stenographic Secretary to the Superintendent are expressly excluded from the unit of employees represented by the Association for all purposes, including collective bargaining and grievance administration.

Article 2

NEGOTIATIONS AND IMPASSE PROCEDURES

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

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

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

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

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

13 **Article 3**

14 **BARGAINING UNIT JOB TITLES AND SALARY**

15 **Section 1. Wages**

16 Effective July 1, 2022 the Board of Education shall pay all employees
17 represented by the Union a salary increase of four percent (4%) as found on
18 Salary Schedule A attached hereto.

19 Effective July 1, 2023, the Board of Education shall pay all employees
20 represented by the Union a salary increase of four percent (4%) as found on
21 Salary Schedule B attached hereto.

22 Effective July 1, 2024, the Board of Education shall pay all employees
23 represented by the Union a salary increase of four percent (4%) as found on
24 Salary Schedule C attached hereto.

25 Effective July 1, 2025, the Board of Education shall pay all employees
26 represented by the Union a salary increase of three percent (3%) as found on
27 Salary Schedule D attached hereto.

28 Retirees are not included in the aforementioned wage increases. Wage
29 increases shall only apply to active employees at the time of ratification by the
30 Buffalo Board of Education.

31 **Signing Bonus:** Each active unit member at the time of ratification by
32 the Board of Education that was hired into PCTEA prior to January 1,
33 2022 shall receive a one-time signing bonus in the amount of \$1,000.00.

Only by prior consent of the Union may work currently assigned to the employees of this bargaining unit be assigned to employees outside this bargaining unit. 1
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Section 2. Direct Deposit 4

Payroll shall be by direct deposit except for PCTEA members who do not have bank accounts. An alternative method shall be provided. 5
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Article 4 7

UNION SECURITY 8

Section 1. Agency Shop 9

For the purpose of this Agreement, the term "employee" shall mean, unless otherwise specified, only permanent, probationary, or provisional personnel. Temporary, daily and seasonal workers are not covered by the terms of this Agreement. 10
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Section 2. Membership Dues and Insurance Program Deduction 14

(a) The employer shall deduct union membership dues each pay period from the wages of those employees who have filed with the employer appropriate written and individually signed authorization cards. The necessary authorization forms shall be provided by the Union. The amount to be deducted from each employee's wages shall be certified by the Union. These deductions shall continue in effect for the life of the Agreement, or until a written revocation of the authorization is filed by such employee with the employer by registered mail and a duplicate copy thereof has also been served upon the Union by registered mail. 15
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(b) Payroll deductions of Union dues under the properly executed authorization, "Payroll Deduction of Union Dues", shall become effective at the time the form is signed by the employee and shall be deducted in the next payroll period and each pay period thereafter from the pay of the employee. 24
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(c) The aggregate total of all such deductions together with a list of those employees from whose wages membership dues have been deducted shall be remitted to the Union Treasurer on a biweekly basis. 28
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(d) The employer shall deduct on a biweekly basis and remit to the designated carrier the designated premium contributions for the Union's group life insurance plan and/or the Union's Accident, 31
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Health and Disability Insurance Plan from the wages of each Union member who has filed with the employer an appropriate written and individually 34
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1 signed authorization form. The aggregate total of all such insurance premium
2 deductions together with a list of those employees from whose wages such
3 amounts have been deducted shall be remitted on a biweekly basis.

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

7 **Article 5**

8 **DISAFFIRMANCE OF RIGHT TO STRIKE**

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

12 (b) No lockout of employees represented by the Union shall be
13 instituted by the employer during the term of this Agreement.

14 **Article 6**

15 **MANAGEMENT RIGHTS**

16 Without limitations upon the exercise of its statutory powers,
17 duties and responsibilities, except as herein specifically provided to the
18 contrary, the Board and its administrative staff have the unquestioned right to
19 exercise all normally accepted management prerogatives including:

20 (a) To appoint such employees as it may require for the performance
21 of its duties and responsibilities, fix and determine their qualifications, duties,
22 job titles and compensation, to suspend, discharge, discipline, promote, demote
23 or transfer employees, or to release employees because of lack of work or for
24 other proper legitimate reasons, subject to the provisions of the Civil Service
25 Law of the State of New York and such rules as the City of Buffalo Municipal
26 Civil Service Administration may adopt and make applicable to the Board.

27 (b) The right to fix operating and personnel schedules, determine
28 workloads, arrange transfers, order new work assignments, and issue any other
29 orders or directives intended to carry out the managerial responsibilities and
30 duties conferred upon the Board by law. For Main Office personnel only,
31 temporary work assignments for work outside the department but within the
32 same building (for example where an employee's supervisor is out of the
33 office or where a project needs to be done on a deadline) may be made with
34 the prior permission of the employee's immediate supervisor. A special project
requiring this type of temporary assignment shall not extend for more than ten

(10) working days nor occur more than one time in any ninety (90) day period. However, any given employee shall not be assigned more than five (5) days and no more than one time in any ninety (90) day period.

Article 7

BULLETIN BOARD/PONY MAIL ACCESS TO PREMISES

Section 1. Bulletin Board and Pony Mail

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

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

Section 2. Access to Premises

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

Article 8

SALARY INCREMENTS AND LONGEVITY (INCREMENTS) PAYMENTS

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

(b) Effective 7/1/2022 Longevity increments shall be granted effective on the employee's anniversary date of employment with the Board in accordance with the following schedule:

<u>Years of Service</u>	<u>7/1/22</u>	<u>7/1/23</u>	<u>7/1/24</u>	<u>7/1/25</u>
5 Years	\$725	\$800	\$875	\$950
10 Years	\$1,050	\$1,125	\$1,200	\$1,275
15 Years	\$1,375	\$1,450	\$1,525	\$1,600
20 Years	\$1,700	\$1,775	\$1,850	\$1,925
25 Years	\$2,025	\$2,100	\$2,175	\$2,250
30 Years	\$2,175	\$2,250	\$2,325	\$2,400

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

3 1. Only active service may be counted.

4 2. Service rendered by employees on a temporary or provisional
5 basis, or in the exempt noncompetitive or unclassified service, which
6 immediately precedes permanent service, is eligible service.

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

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

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

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

25 (e) Employees returning from a leave of absence without pay,
26 shall receive a pro rated longevity payment in accordance with the payment
27 dates noted in the preceding paragraph. Should the employee return after the
28 appropriate payment date, the employee will receive a pro rated payment within
29 thirty (30) calendar days following their return to service.

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

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

Article 9

HOURS OF WORK

Section 1. The normal work week shall be five (5) consecutive days from Monday through Friday. The work week shall commence at 12:01 a.m. on Monday and conclude at midnight Sunday.

The normal work day for **Main Office Personnel** shall be from 8:00 a.m. until 4:00p.m. including one hour lunch. The start time may vary and commence between 7:30 a.m. and 9:00 a.m. and conclude either 7 1/2 hours thereafter, including 1/2-hour lunch, or 8 hours thereafter, including one hour lunch, as agreed upon by the employee and by the supervisor. Once a start time has been established, it may be changed by the supervisor, upon a 90-day prior written notice to the employee, however such change shall not occur more than once annually. Any request by an employee regarding the workday will be reasonably considered by the supervisor. The union shall be notified in writing of all schedule changes.

The normal workday for the **Sub Desk** shall commence at either 7:00 a.m. or 7:30 a.m. and conclude either 7 1/2 hours thereafter, including 1/2-hour lunch, or 8 hours thereafter, including one hour lunch, with said lunch period mutually agreed upon by the employee and the supervisor. For the **IT Help Desk** the workday shall commence at any time from 8:00 a.m. to 11:00 a.m. and conclude 8 hours thereafter, including one hour lunch. Said start times shall be listed on the job postings for these positions.

The normal workday for **Service Center personnel** may vary from 6:00 a.m. to 9:00 a.m. until 2:00 p.m. to 5:00 p.m., including one hour lunch.

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

Summer work schedules shall be consistent with the above schedules. Employees required to work a shift which does not coincide with the normal workday shall be paid a shift differential as of 7/1/01 thirty-five cents (\$.35) per hour for those hours actually worked outside of the normal work day. Effective 7/1/2013, any salary increase received by the Union shall be reflected in the shift differential.

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

1 **Section 2.** All employees shall use the attendance check in feature for regular
2 work hours and shall sign in and sign out for overtime work hours through
3 an attendance system designated by the District. The District will not utilize
4 documentation produced by the designated attendance system at disciplinary
5 hearings against PCTEA members, except as it is related to the accuracy and
6 legitimacy of the payroll submitted by the PCTEA member.

7 **Article 10**

8 **OVERTIME AND RECALL PAY**

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

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

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

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

21 Overtime is an extension of an employee's normal work function, as
22 such it will be first offered to the employee performing that function. In instances
23 where more than one employee is assigned the same function, and only one
24 employee is needed, the offering will be made on a seniority basis among those
25 employees. However, in the event that an employee takes a sick leave day, or
26 leaves work early utilizing sick time, the employee will not be eligible to work
27 overtime for that day.

28 Thereafter, it shall be offered to other employees, in accordance
29 with their seniority, who can in the opinion of the supervisor perform the work,
30 within the department where the overtime is to be worked.

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

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

Employees recalled to work after the completion of their normal work day shall be guaranteed a minimum of four (4) hours pay at their applicable overtime rate. 1
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At the employee's option, all overtime shall be paid in cash or compensatory time at the prevailing rate of pay as set forth herein. A PCTEA member may not accumulate more than 240 hours of compensatory time. Should the employee's compensatory time fall below the 240 hours, said employee may accrue up to 240 hours. 4
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In addition to the foregoing paragraphs, overtime for Security Officers shall be governed as follows: 9
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a. All overtime must be authorized by the Security Office. The principal will initiate a request for overtime at a school function by submitting the Extra Duty Assignment Request Form. 11
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b. Security Officers will designate on the "Extra Duty Assignment Request Form" whether they wish to be compensated in cash or by compensatory time. 14
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c. Overtime which is an extension of day school activities and programs will be first offered to officers assigned to said school, thereafter to other Security Officers in accordance with seniority. Such activities may include athletic events, school community association meetings, dramatic or musical productions, open house, or other such school affairs. 16
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d. Those programs and activities that are not directly related to a specific school will be staffed in accordance with employee seniority. 21
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e. A program or activity that runs more than one day will be treated as a single event and staffed in accordance with seniority. Officers must agree to work the duration of the event or will be passed by in the seniority survey for staffing that overtime situation. 23
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f. As is the present practice, in cases of emergency, Security Officers will make every effort to provide their own substitute from their ranks. Abuse of this privilege may be subject to review by the Security Office. 27
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g. In addition to the foregoing paragraphs, overtime for School Clerical Personnel shall be governed as follows: 30
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During the months of September through June, all School Clerical Personnel shall be afforded overtime to complete urgent tasks relevant to the operation of the school. Overtime will be assigned by the building Principal, with the approval of the Superintendent. 32
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1 **Article 11**

2 **HOLIDAYS**

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

8 New Year's Day

Veterans Day

9 Patriot's Day

Election Day

10 Good Friday

Columbus Day

11 Memorial Day

Thanksgiving Day

12 Independence Day

Christmas Day

13 Labor Day

Martin Luther King Jr. Day

14 Board Designated Holidays (3)

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

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

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

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

Article 12

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VACATIONS

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Section 1. Personnel other than School Clerical Personnel

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Each employee who shall have been in the employ of the Board for at least one (1) year shall be granted a vacation with pay in each fiscal year on the employee's anniversary date in accordance with the following applicable schedule. Vacation entitlement after the first year of employment shall be earned during each month of employment prorated on the basis of the employee's length of service as set forth in Schedule E for those employees hired prior to January 1, 2012 and Schedule F for those employees hired after January 1, 2012.

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MAIN OFFICE PERSONNEL

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Year of Service Length of Vacation

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Employees hired prior to January 1, 2012:

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1 Year	two weeks	15
5 Years	three weeks	16
6 Years	three weeks, one day	17
7 Years	three weeks, two days	18
8 Years	three weeks, three days	19
9 Years	three weeks, four days	20
10 Years	four weeks	21
11 Years	four weeks, one day	22
12 Years	four weeks, two days	23
13 Years	four weeks, three days	24
14 Years	four weeks, four days	25
15 Years	five weeks	26

Employees hired after January 1, 2012:

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1 through 5 years	two weeks	28
6 through 10 years	three weeks	29
11 or more years	four weeks	30

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

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SCHOOL CLERICAL PERSONNEL

Years of Service	Length of Vacation
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Employees hired prior to January 1, 2012:

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

Employees hired after January 1, 2012:

1 through 7 years	one week
8 or more years	two weeks

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

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

Section 2. Vacation Pay

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

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

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

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

Section 3. Vacation Period

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

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

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

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

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

Section 5 General

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

Section 6. Changing Vacation Periods

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

Section 7. Vacation Carryover

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

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

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

1 (c) The employee being unable to take vacation because of a work-
2 related injury that prevents the employee from working, provided that such injury
3 is medically verified, shall automatically get to rollover up to 10 days without
4 supervisor approval and up to 5 additional days with supervisor approval.

5 **Section 8. Optional Carryover**

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

10 **Article 13**

11 **SICK LEAVE**

12 **Sick Time Allowance**

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

16 **(a) For Personal Illness:**

- 17 1. For personnel employed on a tenmonth schedule: 10 days per year
18 with full pay, cumulative to a maximum of 235 days.
- 19 2. For personnel employed on a twelvemonth schedule: 13 days per year
20 with full pay, cumulative to a maximum of 235 days.
- 21 3. Days of sick time allowance granted with pay shall be credited as days
22 of service for increment purposes.
- 23 4. Time used on sick leave with pay shall be deducted from accrued sick
24 time allowance.
- 25 5. Sick time can be deducted in 1/4 day increments regardless of the
26 amount of time used less than a 1/4 day. For deduction purposes, a 1/4-
27 day ranges from one minute to one hour and forty-five minutes.

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

33 Any employee who shall have served for a period of ten (10) years
34 or more, may upon exhaustion of his sick time allowance at full pay as herein

provided, apply for and be granted an additional thirty (30) days of sick time allowance at full pay. Upon exhaustion of these thirty (30) days, an employee may apply for and be granted a second thirty (30) days of additional sick time allowance at full pay.

Each thirty (30) day extension of sick time allowance shall be specifically authorized by the Board upon recommendation by the Superintendent. In such latter cases, if the employee is not hospitalized, he may be required to undergo an examination by a doctor appointed by the Board. The additional full pay during a ten (10) year period and any unused portions of such additional leave will not be cumulative.

(b) For Illness in the Immediate Family:

The utilization of sick time allowance for an illness in the immediate family is authorized provided that the use of sick time allowance for this purpose shall in no case exceed twenty (20) days. The use of time for this purpose shall be charged against accumulated sick time allowance of the individual.

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

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

(c) Provisional and Temporary Employees:

Temporary employees shall be granted sick time allowance for personal illness as follows:

Two days at full pay for the month of hire and one day for each month of service within a given fiscal year. Any unused portions of sick time allowance granted to provisional employees shall be cumulative in accordance with the provisions of paragraph "a" above, in those cases where the services of provisional employees, through reappointment, are continued during successive fiscal years.

When the status of any provisional employee is changed to probationary during his period of temporary or provisional service through appointment by the Board of Education, he shall be credited with any

1 unused sick time allowance standing to his credit at the time of probationary
2 appointment.

3 **(d) Unused Sick Leave "Buy Back" Provision:**

4 The Board agrees that upon separation from service through
5 retirement or death any accumulated, unused sick leave can be bought back at
6 a percentage of 33.3% up to 65 full days total (some State restrictions limiting
7 the sick leave sell back to 100 days may apply for Tier 6 employees hired after
8 July 1st, 2013)

9 This "buy back" provision is available at the option of any retiring
10 employee and will become payable within twenty (20) working days following
11 retirement. For employees hired after July 1, 2020, please see Article 19,
12 Section 2(s) for additional option for use of unused sick time.

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

15 **(e) Sick Leave Incentive: - Effective July 1, 2019**

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

20 1. The fiscal year shall be divided into four (4) quarters of three (3)
21 months each. The first quarter shall consist of July 1st to September 30th. The
22 second quarter shall consist of October 1st to December 31st. The third quarter
23 shall consist of January 1st to March 31st. The fourth quarter shall consist of
24 April 1st to June 30th.

25 2. For each quarter, employees who use no sick days in the complete
26 three (3) month quarter shall receive \$125.00.

27 3. For each quarter, employees who use up to and including one (1)
28 sick day in the complete three (3) month quarter shall receive \$75.00.

29 4. Individuals on workers' compensation during any part of any
30 quarter are not eligible for the sick leave incentive.

31 Employees who are hired after the first scheduled workday for each
32 quarter will be ineligible for any awards during that quarter. Employees who
33 for whatever reason are credited with any days without pay during a quarter will
not be eligible for any awards during that quarter.

School Clerical Personnel who are on a leave of absence for July and/or August, and ten (10) month employees, shall receive a pro-rated amount of the sick leave incentive. There will be no proration for those employees who were on workers' compensation.

(f) In the event that an employee takes a sick leave day, or leaves work early utilizing sick time, the employee will not be eligible to work overtime for that day.

Article 14

LEAVE OF ABSENCE WITH PAY

Section 1. Eligibility

Employees shall be eligible for leaves of absence after completion of their probationary period. Any request for a leave of absence shall be submitted on the short-term leave of absence form by the employee to his immediate supervisor. This request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor on the leave of absence form submitted by the employee. Any request for a leave of absence shall be answered promptly. In an emergency, the short-term leave of absence form shall be completed upon the return to work. In addition to accruing seniority while on any leave of absence granted under the provision of this Article, employees shall be returned to the position they held at the time the leave of absence was granted.

Section 2. Jury Duty

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

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

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

1 **Section 3. Personal Leave**

2 (a) Personal Leave is for urgent personal business which cannot
3 be reasonably accomplished outside of the normal work day or normal work
4 week. Personal leave days are not chargeable against sick leave and unused
5 personal leave shall be added to sick leave accumulation unless maximum
6 accumulation has been reached. Personal Leave Days may be used in ¼ day
7 increments. Except in the case of an emergency, reasonable notice of request
8 to have a personal leave day shall be given by the employee to his immediate
9 supervisor. No specific reason shall be required unless such day precedes or
10 follows a holiday or a weekend.

11 (b) Employees hired on or before December 31, 2011 shall be
12 entitled to five (5) personal leave days per year with pay. Employees hired on
13 or after January 1, 2012 through January 1, 2023 shall be entitled to four (4)
14 personal leave days per year. Employees hired after January 1, 2023 shall be
15 entitled to three (3) personal leave days per year with pay.

16 (c) New employees hired after July 1st of any fiscal year will be
17 credited with a prorata portion of personal leave days per fiscal year.

18 **Section 4. Union Leave**

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

32 Members of the Union's Executive Board shall be allowed a grand
33 total of fifteen (15) person days per fiscal year (i.e. July 1st to June 30th) to
34 attend to Union business without loss of pay. The Union's President shall give
35 notice of each day to be used pursuant to this section by specifying in writing
36 the name of the particular Executive Board Member to use it.

Section 5. Civic Duty	1
(a) When an employee submits proof of the necessity of appearance as a witness pursuant to a subpoena or other order of a court or other governmental authority, an employee shall be granted a leave of absence with pay with no charge against leave credits. Upon being excused prior to the end of his normal workday as an employee of the Board, he shall return to work to complete such work day.	2 3 4 5 6 7
(b) In the event the employee is required to appear in court or before other governmental authority as a party to any private legal action which is not job-related, the provisions of this Section shall not apply.	8 9 10
Section 6. Bereavement Leave	11
(a) An employee who is absent from duty on account of death in his immediate family shall receive his established compensation for the period so absent not exceeding five (5) working days. This bereavement leave shall be non-cumulative and non-chargeable to any other leaves. The employee must attend the funeral or memorial service and shall notify the Division Head or his designee of his request for such leave.	12 13 14 15 16 17
(b) The term " immediate family " shall include a spouse, grandparents of either spouse, parents of either spouse, children, grandchildren, brothers, sisters, sisters-in-law, brothers-in-law, sons-in-law and daughters-in-law, or any relative permanently residing in the personal household in which the employee himself resides.	18 19 20 21 22
(c) In the event that death occurs to the employee's aunt, uncle, niece or nephew, he/she shall be entitled to one (1) day absence with pay. Such excused day shall be the day of the funeral or burial service.	23 24 25
(d) Absence from duty to attend the funeral of a friend or other relative not residing in the personal household of the employee shall be granted one (1) day which shall be charged to personal leave entitlement.	26 27 28
Article 15	29
LEAVES OF ABSENCE WITHOUT PAY	30
Section 1. Union Business	31
Any employee who is elected to an International or Council Union office or who is so designated by the Union, may request and be granted a leave of absence without pay, which shall not be deemed an interruption of his continuous service. This leave shall not exceed one (1) year, but it may be renewed or extended any time upon the written request of the Union.	32 33 34 35 36

1 **Section 2. Disability Leave**

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

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

17 (c) Adopted Child

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

26 **Section 3. Leaves of Absence for Study, Travel and Special Services**

27 Leave of absence with, or without pay may be granted to such
28 probationary and permanent employees of the Board for study, travel or special
29 services when related to their area of employment and when approved in
30 advance by the Superintendent of Schools.

31 **Section 4. Leaves for Government Service**

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

Section 5. Application for Leaves 1

Formal applications for leaves of absence specified in Sections 3 2
and 4 are to be submitted to the Superintendent of Schools on prescribed forms 3
at least thirty (30) days before the effective date of leave, and shall certify: (1) 4
the purpose of the leave; (2) plans for use of the leave; (3) date upon which 5
individual shall return to service; (4) agreement that failure to return to active 6
service on the expiration of the leave granted shall be deemed by the Board 7
and the individual to constitute a resignation unless such failure is the result of 8
illness or some other factor that precludes the good intentions of the employee 9
to return to service on the date of expiration. 10

Section 6. Relocation Leave 11

A permanent employee who has served continuously for at least one 12
year in the Board service shall be granted one leave of absence without pay for 13
a period of not more than one (1) year upon application of employees for the 14
purpose of accompanying their spouses who have been relocated to another 15
community. 16

Section 7. Employment Opportunities 17

Employees permanently classified in subordinate positions shall 18
be granted a leave of absence, without pay, to enable such employee to serve 19
temporarily, provisionally, for trial periods, or for periods necessary to qualify 20
for permanent appointment to competitive class, or another position of a higher 21
class that requires such conditions to be met, or where an employee is offered 22
a job on a permanent transfer, so long as said employment is with any agency, 23
department or authority of the City of Buffalo. Effective July 1, 2022, 24
employees granted a leave under this section to serve in instructional, non- 25
Civil Service governed administrative positions, or union exempt, or confidential 26
administrative positions shall be granted leave not to exceed 18 months and 27
shall not be retroactive to those granted this leave prior to July 1st, 2022. 28

Section 8. Authorized Absences for Special Conditions 29

Authorized absence may be granted to probationary and permanent 30
Civil Service employees under the following conditions: 31

(a) Official Business 32

For attendance upon official business of the School Department 33
when and as approved by the Superintendent or his authorized representative, 34
with full pay. 35

(b) Conferences and Workshops 36

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

5 **Section 9. Graduation and Awards**

6 To attend his own graduation or ceremonies at which he is the
7 recipient of an award of special honor, one (1) day with full pay, a second day
8 without pay if required. To attend the graduation of a member of the immediate
9 family, as elsewhere defined in these regulations, one (1) day with half pay
10 and a second day without pay if required, when authorized in advance by the
11 Superintendent of Schools.

12 **Section 10. Political Leave**

13 Upon request, permanent Civil Service employees shall be granted
14 political leave in accordance with the following provisions:

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

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

20 (c) The Board shall extend to such an employee who is elected
21 or appointed to public office a leave of absence or absences without pay as
22 needed to fulfill two (2) terms of office not to exceed eight (8) years. At the
23 conclusion of such leave of absence, such employee shall be returned to the
24 same or reasonably comparable position. This time shall not be credited for
25 seniority purposes.

26 **Section 11. Leave of Absence Without Pay**

27 A leave of absence without pay for not more than one (1) year will
28 be granted to probationary and permanent employees to enable the employee
29 to care for a sick member of his immediate family. Such employee may not
30 receive more than one (1) such leave in a five (5) year period.

31 **Section 12. Educational Leaves**

32 (a) After completing one (1) year of service, any employee, upon
33 approval of the Superintendent of Schools, shall be granted a leave of absence
34 for educational purposes designed to improve or upgrade the individual's skills
35 or competence. The period of the leave of absence shall not exceed one (1) year
36 but may be extended or renewed at the request of the employee.

(b) One (1) year leave of absence, with any requested extension for educational purposes shall not be provided more than once every three (3) years. 1
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(c) Employees shall also be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or competence. 3
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(d) All such leaves shall be requested in writing, in advance, and require the approval of the Superintendent of Schools. Such approval shall not be unreasonably withheld. 7
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(e) Upon return from such leave of absence for study, the employee shall furnish to the Superintendent evidence of the fulfillment of the purpose of such leave. 10
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Section 13. General 13

Permanent employees who have completed one (1) year of continuous service as a permanent employee shall be eligible to apply for and receive a leave of absence for a period of not less than thirty (30) consecutive calendar days nor more than one (1) consecutive year. Such leave shall be without pay or benefits of any kind and shall be limited to one such leave every five (5) years. During such leave, an employee shall not accrue seniority or rights to any time accumulated benefit, but the period of leave shall not be treated as an interruption of continuous service. On return from leave, the employee shall have available to him those time accumulated benefits which he had accrued as of his last day of service prior to commencement of the leave. No more than one employee in a building may be on such a leave at the same time except that in City Hall the maximum shall be 10% of the employees regularly assigned to work there. When two (2) or more employees from a building apply for such leave for the same or an overlapping time period, the employee with the longest period of continuous service to the employer as a permanent employee shall be given preference. 14
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Article 16 30

MILITARY SERVICE 31

Section 1. Training Programs 32

Any employee who is a member of the Reserve Forces of the United States or of the State of New York and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or the State of New York shall be granted a leave of absence with pay for a period not to exceed thirty (30) days annually. 33
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1 **Section 2. Active Service**

2 Any employee who enters into active service in the Armed Forces of
3 the United States while in the employ of the employer shall be granted a leave
4 of absence without pay for the period of his military service not to exceed one
5 tour of duty.

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

9 **Article 17**

10 **ABSENCE DUE TO INJURY AND WORKERS'**
11 **COMPENSATION**

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

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

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

27 **Article 18**

28 **RETIREMENT BENEFITS**

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

33 It also agrees to provide the guaranteed ordinary death benefit
34 authorized by Section 60b of the New York State Retirement and Social
35 Security Law. It will also provide an additional service credit for retirement

purposes of one additional day for each day of accumulated and unused sick leave up to a maximum of 165 days as provided in Section 41, subd. J of the New York State Retirement and Social Security Law. 1
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Eligible employees shall also be entitled to obtain credit for retirement purposes for military service during World War II as provided by statute. 4
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Article 19 7

MEDICAL, HOSPITAL AND HEALTH PLANS 8

Section 1. Health Insurance 9

For all provisional and permanent employees covered by this agreement at the time of its ratification, fully eligible for health insurance coverage, health insurance shall be provided by the District as set forth in Exhibit A to the Tentative Agreement of November 1, 2011. 10
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a) Cosmetic Surgery rider is eliminated for all current employees and future retirees effective 14
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January 7, 2012, or no more than thirty (30) days after the Buffalo Fiscal Stability Authority's approval of this tentative agreement, whichever is later. 16
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b) All employees hired prior to December 7, 2011 shall have the choice of receiving the PCTEA Enhanced and/or revised PCTEA Base plan with a contribution of 1.25% of their salary to be deducted prior to taxes in each bi-weekly pay, said dollar amount not to exceed new employee contribution set forth in paragraph 1(d) below. 18
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c) All employees hired by the District after December 7, 2011, shall receive the revised PCTEA 23
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Base POS Plan. The District will pay 80% of the cost of the premium. Employees are required to pay 20% of the cost of the premium. All employees hired after December 7, 2011 shall be able to buy up to the PCTEA Enhanced Plan and will be responsible for paying the difference between the revised PCTEA Base POS Plan and the PCTEA Enhanced Plan in addition to their contribution. In no event will the cost to the employee increase by more than 10% per year over the prior year's contribution for the applicable plan. In addition, there shall be no increase in contribution in any year there is no salary increase. 25
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d) Determination of the date to be used for purposes of health insurance contributions are subject to terms of Section 2 subsection (t) below. 34
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- 1 e) Any change in plans and contribution shall not apply to any current retirees.
- 2 f) All employees must enroll every year in their preferred health care plan. It
3 is the obligation of the employee to advise the BPS's Benefits Section of any
4 changes in family status that impacts the BPS's cost of health insurance within
5 thirty days of a life event, e.g. divorce, death or dependent's loss of eligibility.
- 6 g) The Union agrees to participate in a District insurance committee which will
7 review all aspects of health insurance including but not limited to the plan of
8 benefits, usage, and costs of health insurance. Any change to the third-party
9 administrator, provider, benefits or plans shall first be negotiated by the parties
10 and mutually agreed to prior to implementation. The Union shall have a seat on
11 the selection committee if an RFP for health insurance provider is contemplated.
- 12 h) The District agrees to maintain and pay for the current PCTEA Vision
13 coverage as corrected and attached to the November 1, 2011 Agreement.
- 14 i) The District shall notify employees on or about November 1 of each year the
15 start of the open enrollment period. Open enrollment period will remain the
16 same except for the implementation of the terms herein for the revised PCTEA
17 Base POS Plan and the PCTEA Enhanced Plan.
- 18 j) Permanent employees from other District or City bargaining units who are
19 holding a temporary position in the PCTEA unit will be entitled to full medical
20 benefits from the first day of their appointment.
- 21 k) Where a husband and wife are eligible for coverage for health care expenses,
22 through employment with the Board of Education of the City of Buffalo, only
23 one spouse may be enrolled and then only for "family" coverage.
- 24 l) The District retains the right to add additional providers of health care
25 coverage during the life of the agreement.

26 **Section 2. Health Care for Retirees**

27 Health Insurance shall be provided by the District as set forth in
28 Exhibit A to the Tentative Agreement of November 1, 2011.

29 a) For those employees hired prior to **July 1, 1998** to qualify for
30 retiree health insurance as set forth below, an employee must have completed
31 10 years of active service as defined in Article 21, Sec. 8.

32 b) For those employees hired on or after **July 1, 1998** to qualify for
33 retiree health insurance as set forth below, an employee must have completed
34 15 years of active service as defined in Article 21, Sec. 8.

c) Where a husband and wife are both eligible for coverage for health care expenses in retirement, through employment with the Board of Education of the City of Buffalo, they will be offered the choice of either two (2) single coverages or one (1) family coverage.

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

e) Surviving spouses of retirees, who were participating in this benefit, but are not entitled to enroll in coverage because they were not employed by the Board, are provided the opportunity to exercise their COBRA rights.

f) Those retirees eligible for coverage of health insurance in retirement, and who retire from a position in the District in labor grades A up to and including 18 will be required to contribute the following (these contributions will remain fixed):

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

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

	Family Coverage		Single Coverage	
	Quarterly	Annual	Quarterly	Annual
Effective January 1, 2001	\$ 140	\$ 560	\$ 70	\$ 280
Effective January 1, 2002	\$ 140	\$ 560	\$ 70	\$ 280
Effective January 1, 2003	\$ 160	\$ 640	\$ 80	\$ 320
Effective January 1, 2004	\$ 180	\$ 720	\$ 90	\$ 360

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

1 i) Effective January 7, 2012, the Cosmetic Surgery Rider is
2 eliminated from retiree health insurance for those who retire from service on or
3 after January 7, 2012.

4 j) There shall be no change in plans and contributions for employees
5 who retired prior to or on December 7, 2011. There shall be no change in
6 benefits and/or contributions for employees who retire subsequent to
7 December 7, 2011 and prior to July 1, 2012, except for the elimination of the
8 Cosmetic Surgery Rider.

9 k) Employees who retire on or after July 1, 2012 will be required to
10 contribute annually to the cost of the premium of the health insurance plan as follows:

<u>Type of Coverage</u>	<u>Less than Grade 15</u>	<u>Grade 15 and higher</u>
Single	\$400 Annual	\$600 Annual
Family	\$700 Annual	\$1,000 Annual

14 **Note: Retirees make quarterly payments with an option to pay**
15 **annually or semi-annually.**

16 l) Effective December 7, 2011, employees hired after December
17 7, 2011 and prior to July 1, 2020, upon their retirement will be required to
18 contribute to the cost of the premium of the health insurance plan they are
19 enrolled in as follows: 25% of the cost of the Enhanced Plan or the revised
20 PCTEA Base POS Plan.

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

26 n) Effective December 7, 2011, all employees who retire after
27 December 7, 2011 and are eligible for Medicare Coverage shall enroll in
28 Medicare Parts A and B, and pay for Medicare Part B, when they become
29 eligible. The District will provide and provide at no cost for eligible retirees,
30 the PCTEA Forever Blue Medicare Plan (In or Out of Area.) In the instance
31 where a PCTEA retiree has family coverage and reaches the age of Medicare
32 eligibility, or when a dependent of a PCTEA retiree becomes eligible for
33 Medicare, the individual who becomes eligible for Medicare must move to the
34 Forever Blue Medicare Plan. The remaining family members shall be
35 permitted to participate in a plan of benefits described in Section 2 (k) above
37 and the retiree will be responsible for the annual payments as set forth in

Section 2 (k) above. Those employees that were hired prior to July 1, 2020, and retire after July 1, 2021, and are therefore eligible for healthcare in retirement, will be required to contribute \$200.00 per year toward the Forever Blue Medicare Advantage Plan upon switching to said plan.

o) Effective December 7, 2011, all employees hired after December 7, 2011 who retire from the District and are eligible for Medicare Coverage shall enroll in Medicare Parts A and B, and pay for Medicare Part B, when they become eligible. The District will provide and provide at no cost for eligible retirees, the PCTEA Forever Blue Medicare Plan (In or Out of Area.) In the instance where a PCTEA retiree has family coverage and reaches the age of Medicare eligibility, or when a dependent of a PCTEA retiree becomes eligible for Medicare, the individual who becomes eligible for Medicare must move to the Forever Blue Medicare Plan. The remaining family members shall be permitted to participate in a plan of benefits described in Section 2 (k) above and the retiree will be responsible for the annual payments as set forth in Section 2 (k) above. Those employees that were hired prior to July 1, 2020, and retire after July 1, 2021, and are therefore eligible for healthcare in retirement, will be required to contribute \$200.00 per year toward the Forever Blue Medicare Advantage Plan upon switching to said plan.

p) It is the obligation of every retiree to advise the BPS's Benefits Section of any changes in family status that impact the BPS's cost of health insurance within 30 workdays of a life event, e.g. divorce, death or dependent's loss of eligibility.

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

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

s) Newly hired employees hired into a position covered by the PCTEA contract for the first time after July 1, 2020 are not eligible for District paid health insurance in retirement unless they qualify for it under the terms of subsection t below. However, employees hired after July 1, 2020 shall have the option, at their discretion, of purchasing the District health insurance plan by utilizing the amount obtained by cashing out all of his/her sick 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 individual may use the option above or the sick day sell back

1 pursuant the terms of Article 13(d) of the CBA, but not both. The formula for
2 selling back the sick days pursuant to 13(d) remains unchanged.

3 t.) If an employee is hired into a PCTEA position and, immediately
4 prior to such employment, had continuous active service in a title that falls
5 under any District or City of Buffalo/Agency/Authority bargaining unit and that
6 employee would have been eligible to receive retiree health insurance benefits
7 under the collective bargaining agreement between the District/City and their
8 former bargaining unit, that employee's original hire date shall be used to
9 determine their health care contribution rate during employment and eligibility
10 for retiree health insurance and retiree health insurance benefits and costs.

11 **Section 3. Waiver of Medical Coverage**

12 Employees who are eligible to participate in one of the district's
13 health care plans and who can produce documentation which certifies that they
14 have coverage for health care expenses through another source are eligible to
15 participate in the district's waiver incentive program.

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

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

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

26 **Section 4. Waiver Pool**

27 Eligibility to participate in the health care waiver pool will be lim-
28 ited to the spouse who is not enrolled in the district health care program when
29 both husband and wife are eligible to participate.

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

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

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

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

Section 5. Medical and Dependent Care Spending Accounts

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

As soon as administratively feasible, but no later than January 1, 2000, the Board of Education will provide for employees covered by this contract an opportunity to participate in pre-tax parking benefits as a qualified transportation fringe benefit under Internal Revenue Code 132.

Section 6. Coverage Upon Exhaustion of Sick Leave

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

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

1 **Section 7. Coverage While on Leave**

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

5 **Section 8. Supplemental Benefit Fund**

6 Effective July 1, 2012, the Board will contribute to the union the
7 amount of \$ 575 per year per each provisional and permanent employee covered
8 by this agreement.

9 PCTEA agrees to provide proof annually that payments are being
10 made toward Dental and Vision coverage.

11 Effective 7/1/2016, and then each July 1 thereafter, the Board
12 shall pay to the PCTEA the amount of eighty-five dollars (\$85) per year per
13 member/employee for a Contract Administration Fee for each provisional,
14 permanent and employee on Leave of Absence but have not separated service
15 covered by this Agreement.

16 The PCTEA member/employee count for the Supplemental
17 Benefit Fund and Contract Administration Fee is based on the entire PCTEA
18 membership (excluding temporary staff, who do not receive benefits) and
19 which includes provisional, permanent and those employees on Leave of
20 Absence but who have not separated service (meaning these Leave of Absence
21 employees have medical insurance paid by the Board of Education and do not
22 include Leave of Absence employees who took a non-School District job, but
23 want the one year to decide if they will return to service) and said count shall
24 be taken as of March 31 of each year (the number of PCTEA members shall
25 represent a “snap shot in time” only and shall not be subject to reconciliation
26 regarding the status of the PCTEA members at any other time in the year).

27 Payment to PCTEA for the Supplemental Benefit Fund and
28 Contract Administration Fee will be paid on July 1 every year or the first
29 Friday following July 1 every year.

Article 20 1
INSURANCE 2

Section 1. Life Insurance 3

Effective August 1, 1993 life insurance shall be provided for all 4
employees as provided below: 5

\$10,000 upon the death of the insured 6

\$10,000 additional upon the accidental death of the insured 7

Waiver of premium and conversion privilege 8

Employees shall have the option of purchasing extra benefits 9
through personal payments made through payroll deductions. Amount so 10
deducted shall be paid over to the Union in a single check each pay period for 11
disbursement by the Union as directed by the employees 12

Section 2. Property Insurance 13

To an extent not covered by insurance the Board shall provide 14
reimbursement for the repair or value of clothing and personal effects, including 15
automobiles, damaged or destroyed, while parked on or in the vicinity of the 16
school premises when and where it is not possible to park them on school 17
premises, during the course of or as an incident to employment provided such 18
loss is not caused by negligence of the claimant. The Board shall be responsible 19
in such cases only for the cost of damage in excess of \$50.00. Each such claim 20
shall be supported by a sworn affidavit by the employee attesting to the facts 21
and to any insurance coverage. 22

Article 21 23
SENIORITY 24

Section 1. Definition 25

Seniority means the length of continuous service following the date 26
of original probationary appointment in the competitive class or the date of 27
reappointment to such a position following a break in continuous service in 28
excess of one (1) year. 29

Section 2. Posting of Lists 30

The employer shall furnish to the Union five (5) copies of the 31
current official seniority list twice a year on April 1st and October 1st. 32

1 **Section 3. Probationary Period**

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

4 **Section 4. Breaks in Continuous Service**

5 An employee's length of continuous service shall be broken by
6 voluntary resignation, discharge for just cause or retirement. However, if an
7 employee who has resigned is reinstated to employment by the Board in any
8 capacity within one (1) year thereafter, the break in continuous service shall be
9 removed from his record.

10 **Section 5. Lay-Off**

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

15 (b) In the event that the Board plans to lay off permanent employees,
16 the Board shall notify the Union and all affected employees thirty (30) days
17 prior to such layoff.

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

20 **Section 6. Displacement/Reassignment**

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

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

- 28 1. He may displace another employee with less seniority in this bargaining
29 unit in an equal or lower graded job classification in the direct line of promo-
30 tion, provided he is able to perform the work with minimal additional training
31 subject to the approval of the Civil Service Administration.
- 32 2. He may displace a temporary or seasonal employee in some lower
33 classification in the direct line of promotion, provided he is able to perform
34 the work with minimal additional training.

3. He may displace a probationary employee in some lower classification in the direct line of promotion, provided he is able to perform the work with minimal additional training. 1
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4 A Security Officer in the district's employ as of February 19, 1982 may displace a seasonal, temporary or probationary employee in an equal or lower graded job classification provided that he/she is able to perform the work with minimal additional training. 4
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Section 7. Method of Recall Procedure 8

(a) Employees shall be recalled from layoff according to their seniority on a preferred list. 9
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(b) No new employees shall be hired until all laid-off employees in the classification or in a higher classification in the direct line of promotion have been offered reinstatement. 11
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(c) The Board will notify the laid-off employee by certified mail, at his last known address on file in the Bureau of Personnel, that he has been offered reinstatement in line with his continuous service. If the employee fails to report for work by the tenth (10th) working day from the date of mailing of the notice of reinstatement, he shall be considered as having resigned. 14
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Section 8. Determination of Benefits 19

Length of continuous service to determine eligibility for vacation entitlement, salary increments and longevity increments shall include all continuous temporary, provisional and permanent service with the Board and the City of Buffalo. 20
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Section 9. Rights in Case of Reduction in Staff 24

When staff is reduced in an office, school or division, the least senior person in the title to be reduced in the office, school or division shall be relocated. They, in turn, shall have the right to displace the least senior person within that title. 25
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Article 22 29

WORK FORCE CHANGES 30

Section 1. Method of Filling Positions 31

(a) Should a new position be created, or any vacancy occur(s), an appropriate notice of the said opening shall be posted on all bulletin boards for a period of seven (7) working days. The notice shall state the job title, pay rate, job 32
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34

1 location, and necessary qualifications for the job. Any eligible employee who
2 requests a lateral transfer shall be given preference on the basis of seniority
3 in the filling of the initial vacancy and then Civil Service Rules of Procedure
4 should be adhered to. However, an employee may apply for and receive only
5 one lateral transfer in a twelve (12) month period.

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

9 1.) The seniority provision of Section 1 (a) above shall not apply in the
10 case of replacements in the following positions which are directly responsible
11 to the Superintendent, Chief Academic Officer/Deputy Superintendent, Chief
12 Financial Officer, Chief Operating Officer, Associate Superintendent(s), Lead
13 Community Superintendent and Community Superintendent(s). New titles
14 and current upgraded titles must be negotiated by the parties and inserted and
15 placed at the correct grade and **current titles must be reflected in Article 22**
16 **(a)(1)**. (Per Item #10 of the Tentative Agreement of November 1, 2011.)

17 Superintendent -	Associate Superintendent of Plant -
18 <i>Senior Stenographer</i>	<i>Administrative Secretary</i>
19 Chief Academic Officer/	Associate Superintendent(s) -
20 Deputy Superintendent -	<i>Administrative Assistant/</i>
21 <i>Administrative Secretary</i>	<i>Administrative Secretary</i>
22 Chief Financial Officer -	Lead Community Superintendent -
23 <i>Associate Account Clerk</i>	<i>Administrative Secretary</i>
24 Chief Operating Officer/	Community Superintendent -
25	<i>Administrative Assistant</i>

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

27 (b) The term “promotion” means the advancement of an employee to a higher
28 paying position in the employee’s line of promotion.

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

34 Within sixty (60) days of the establishment of the eligibility list
35 by the Civil Service Administration all temporary and provisional employees
36 working in that title shall be replaced by an employee on the list accepting that

position. The employees on the eligibility list, in order of their placement on the list, shall be afforded the opportunity, where there are multiple openings, to indicate their preference of assignment to the Personnel Office. In the event the employee does not receive the preferred assignment the Personnel Office shall notify the employee of the reason.

(d) Should a new position or a permanent vacancy occur in a job title included in the bargaining unit which cannot be filled by reason of the absence of appropriate eligibility list, then in such case, an appropriate notice of the said opening shall be posted on all bulletin boards for a period of at least seven (7) calendar days, stating the job title, pay rate, job location, and necessary qualifications for the job. In filling the vacancy, the employee with the greatest seniority among those who qualify in the judgment of the supervisor recommending the appointment shall be chosen. However, in cases of emergency the Superintendent may fill such openings by temporary appointment upon due notice to the Union.

(e) An employee shall apply electronically for such position and submit such application to the Division of Personnel.

(f) If the position is to be filled, it shall be filled by the Board of Education within seventy-five (75) days from the date the new position or permanent vacancy occurs from among those employees who have made application and who are qualified, except that where more than one (1) employee qualifies for the same position, the employee with the greatest seniority shall be chosen from those who qualify in the judgment of the Supervisor recommending the appointment. However, if the position is to be filled by lateral transfer, it shall be filled by the Board of Education within forty-five (45) days from the date the new position or permanent vacancy occurs.

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

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

Section 2. Temporary Vacancies

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

(b) In the event of temporary job vacancies, and in the absence of an appropriate eligibility list, appointments will be made in the same manner that permanent vacancies are filled as described above.

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

3 **Section 3. Transfers**

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

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

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

14 (d) Employees permanently and involuntarily transferred shall be given
15 written advice of “good and sufficient” reason therefore.

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

20 1. A transfer list shall be kept by seniority.

21 2. The most senior person of those who respond within ten (10)
22 days from notification shall have first preference.

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

25 4. Only employees that have completed one (1) year of service in
26 the title shall be eligible for a lateral transfer.

Section 4. School Clerks/Security Officers Reassignment 1

Should a new position be created, or a vacancy occur among the 2
School Clerks/Security Officers positions covered by this Agreement, the 3
Board of Education shall notify the representative selected by the Union, who 4
in turn shall notify the appropriate School Clerks/Security Officers of said 5
position opening to which the School Clerks/Security Officers may apply 6
for reassignment in writing to the Personnel Office. Notice of said position 7
opening shall be posted for a period of ten (10) working days. 8

Any reassignment of School Clerks/Security Officers shall be made 9
on the basis of their School Clerks/Security Officers' seniority. However, 10
a School Clerk/Security Officer may apply for and receive only one lateral 11
reassignment during any fiscal year. When a permanent opening occurs 12
during the school year (September 1 to June 30) the position will be posted 13
for a temporary assignment until June 30, at which time the position will be 14
re-posted to be filled on a permanent basis. A Security Officer in a night school, 15
vocational or other continuing program will continue in his/her present position. 16

If the need arises, a Security Officer will be transferred for special duty 17
to other locations. This is not a reassignment coming under Section 4 of Article 22. 18

Section 5. Seniority Defined 19

An employee's service with any City agency, provided that said 20
service was in the same title and/or career ladder, shall count toward seniority 21
as said term is used in this Article. 22

Article 23 23

SETTLEMENT OF DISPUTES 24

Section 1. Grievance Procedures 25

The purpose of this grievance procedure shall be to settle equitably 26
and informally, if possible, at the lowest possible administrative level, any 27
grievance or dispute which may arise between the parties involving the 28
application, meaning or interpretation of the Agreement. Such grievances and 29
disputes shall be settled in the following manner: 30

Step 1. (a) Any employee and/or the employee representative 31
alleging a grievance shall submit the grievance orally to his Departmental Supervisor 32
for discussion. The employee may require that a representative of his employee 33
organization accompany him in approaching his Departmental Supervisor. 34

1 (b) In the event that action does not result in the successful
2 resolution of the grievance, a written grievance identifying the alleged contract
3 violation signed by the aggrieved employee and/or the employee representative shall
4 be filed immediately, but in no event later than fifteen (15) days after the occurrence
5 of the facts giving rise to the grievance with the Departmental Supervisor and
6 his superior. Within three (3) days following the filing of the written grievance a
7 meeting between the Departmental Supervisor and his superior, the employee and/
8 or the employee representative shall be held in an attempt to resolve the grievance.
9 In the event that the grievance is not resolved within two (2) days, a written answer
10 to that effect shall be submitted to the employee and/or his representative.

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

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

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

32 (b) The Arbitrator will be selected utilizing the New
33 York Public Employment Relations Board strike-off selection process.-

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

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

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

Section 2. Matters Relevant to Grievance Procedure

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

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

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

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

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

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

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

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

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

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

Article 24

DISCIPLINE AND DISCHARGE

Section 1. In the event that the Board initiates disciplinary proceedings against any permanent competitive Civil Service employee covered by this Agreement, the employee so affected shall, within ten (10) days of having been served two (2) copies of the disciplinary charges and specifications against him, elect, in writing, on a form provided by the Board, one of the two following options he wishes to utilize in defending himself against said disciplinary action.

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

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

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

If an arbitrator finds that an employee has been unjustly suspended or discharged, he shall reinstate said employee and said employee shall be reinstated with no loss of income for all lost time and with full restoration of all other rights and conditions of employment, as the arbitrator may determine or as determined after a final arbitration hearing.

Section 2. In the event a PCTEA member against whom disciplinary proceedings have been commenced elects to utilize the binding arbitration provision provided for in the Grievance Procedure, the District shall be responsible for administrative costs associated with PERB and shall be responsible for seventy-five percent (75%) of the costs of the Arbitrator. PCTEA shall not be responsible for any administrative costs with PERB but shall be responsible for twenty-five percent (25%) of the costs of the Arbitrator. The parties shall equally share all costs associated with the court reporter and the transcripts for the proceedings.

Article 25

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AUTO ALLOWANCE AND PARKING FEES

2

Section 1. Auto Allowance

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Effective January 1, 2012, employees shall be reimbursed at the IRS rate in effect on the day their personal automobile was used. Those employees who are required to travel about in the conduct of Board business and who do not own and/or drive an automobile shall be reimbursed for any approved travel expenses so incurred.

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Section 2. Parking Fees

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

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Section 3. Main Office Parking.

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

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Article 26

16

PAID EASTER AND CHRISTMAS RECESS

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Temporary employees who are employed six (6) months or more continuously immediately preceding the Easter and/or Christmas recess shall be paid for time off during Easter and/or Christmas recess.

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Article 27

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SHIFT PREFERENCE

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

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Article 28

25

CIVIL SERVICE EXAMINATIONS WITH PAY

26

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

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1 **Article 29**

2 **PAY FOR OUT-OF-TITLE WORK**

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

6 **Article 30**

7 **MEMBERSHIP PACKETS**

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

10 **Article 31**

11 **WORK SCHEDULES AND STANDARDS**

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

15 **Article 32**

16 **PRINTING OF THE AGREEMENT**

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

20 **Article 33**

21 **SPECIAL EMERGENCY OR SPECIAL HOLIDAY**

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

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

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

Association's designee. If the panel's decision is not unanimous, the employee may appeal to the Superintendent, whose decision shall be final. 1
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Any employees required or requested to work during such conditions shall be compensated for such emergency time worked in accordance with overtime rates. 3
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(c) The closing of schools because of severe weather conditions shall not be deemed justification for the absence of Main Office Personnel, unless the City Hall is closed by direction of the Mayor. 6
7
8

Article 34 9

REVIEW OF PERSONAL HISTORY FOLDER 10

An employee shall, within five (5) days of written request to his Division Head, have an opportunity to review his personal history folder together with his Union representative in the presence of an appropriate official of the Division. Upon the insertion of any statements and/or material adverse or derogatory to an employee, the employee shall be notified within five (5) days thereof. 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. Within thirtysix (36) months of the day that any statements and/or material adverse or derogatory to an employee have been placed in his/her personal history folder, such statements and/or material may be expunged. 11
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Article 35 21

PLEDGE AGAINST DISCRIMINATION AND COERCION 22 23

(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 for any reason whatsoever. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement. 24
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(b) Work rules shall be reasonable and shall be applied or enforced in a fair and equitable manner. 29
30

(c) All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees. 31
32
33

(d) The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, 34
35

1 restraint, or coercion by the Board or any Board Representative against any
2 employee because of Union membership or because of any employee activity
3 in an official capacity on behalf of the Union or any other cause.

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

6 (f) No employee shall be subjected to discriminatory action by the employer
7 such as dismissal or denial of promotional opportunities because of location of
8 residence, subject to the provisions of law.

9 **Article 36**

10 **MAINTENANCE OF BENEFITS**

11 All terms and conditions of employment of employees in this unit
12 now in effect which are not specifically provided for in this Agreement or
13 which have not been replaced by provisions of this Agreement shall remain
14 in effect for the duration of this Agreement, unless mutually agreed otherwise
15 between the Board and the Union.

16 **Article 37**

17 **UNION ACTIVITIES ON BOARD'S TIME AND** 18 **PREMISES**

19 **Section 1. Stewards and Representatives**

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

- 23 ■ Investigate and process grievances.
- 24 ■ Attend and speak at Board meetings on matters pertaining to
25 implementation and enforcement of this Agreement, such attendance limited to
26 two (2) representatives of the Union.
- 27 ■ Distribute Union literature.
- 28 ■ Solicit Union membership during other employees' non-working time.
- 29 ■ Transmit communications authorized by the Union or the Units
30 Officers to the Board or its representatives.
- 31 ■ Consult with the Board's Representatives, Union and Unit Officers,
32 or other Union representatives concerning the enforcement of any provisions
33 of this Agreement.

■	Orient new employees of their rights, privileges and responsibilities under this Agreement during the employees' nonworking time.	1 2
(b)	Accredited union representatives shall notify their Division Head or his designee whenever they wish to attend to Union business on the Board's time, and permission to do so shall not be unreasonably withheld.	3 4 5
(c)	Union representatives as referred to in this section shall consist of no more than fifteen (15) stewards designated by the Unit, the Union President, and its Vice President, and the chairman, the Secretary/Treasurer, and the Executive Board Members of the Unit.	6 7 8 9
(d)	The Unit Chairman and Stewards shall not be transferred or loaned from one department to another or one shift to another if such movement will interfere with their Union activities. This shall not prevent a transfer from one shift to another when such transfer is at the Unit Chairman's or steward's own request.	10 11 12 13
(e)	The Union agrees that the above privileges will not be abused.	14
(f)	The names of employees selected as stewards, and the names of other Union representatives who may represent employees shall be certified, in writing, to the Board by the Union and such names will be kept up to date as changed.	15 16 17
Section 2.	Grievance Committee	18
(a)	The Union Grievance Committee may, upon request, meet with the Division Head once a month at a mutually convenient time.	19 20
(b)	The Union Grievance Committee shall consist of the Union President and the Unit's Chairman and the steward from the particular work location or school involved.	21 22 23
(c)	All Grievance Committee meetings shall be held during working hours, on the employer's premises and without loss of pay.	24 25
Section 3.	Negotiating Committee	26
	The Union shall be permitted to have five (5) members on the Negotiating Committee from within the Unit of the Union, without loss of pay, who shall serve as Union negotiators on any reopening, amendment, and modification to the present Agreement and/or on any new Agreement between the parties.	27 28 29 30 31
	These shall be in addition to the President and Secretary-Treasurer of the Union. This Section, except for two (2) days of committee meetings, is intended to apply only to time spent with the Board's Negotiating Committee.	32 33 34

1 **Section 4. Voting at Union Elections.**

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

6 **Article 38**

7 **LABOR MANAGEMENT COMMITTEE**

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

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

17 **Article 39**

18 **CIVIL ACTION BROUGHT AGAINST EMPLOYEE**

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

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

28 **Article 40**

29 **JOB RE-EVALUATION**

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

34 (b) When any new position not listed on the wage schedule is established or
35 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. 1
2

Article 41 3

FIRST AID KIT 4

The District will maintain a first aid kit on all floors on which Board of Education employees are located. 5
6

Article 42 7

COMMISSIONER OF DEEDS 8

(Security Officers) 9

Each Security Officer shall cooperate with the employer by taking the necessary steps to become enrolled as a Commissioner of Deeds and the employer shall bear the entire expense thereof. 10
11
12

Article 43 13

SECURITY OFFICER UNIFORMS 14

Section 1. Effective July 1, 2001, each Security Officer shall receive a uniform cleaning allowance of \$220.00 annually. 15
16

Section 2. The District and PCTEA agree that Security Officers shall be required to wear District provided uniforms when on duty at all times. It is understood and agreed that headgear is not to be worn inside of the school building. 17
18
19

Section 3. 20

(a) By May 26, 2021, the District shall provide uniforms to all Security Officers consisting of a color, material, design and badging as determined by the District and subject to the terms of this agreement negotiated by the parties. 21
22
23

(b) By May 26, 2021, the District shall provide each Security Officer as follows: 24

i. Uniform – Standard Issue: 25

1. 6 Shirts (with appropriate badging and design) consisting of: 26

a. Two Blauer Long Sleeve Bio Component Knit Shirts 27

b. Two Short Sleeve Polo Shirts 28

c. Two Long Sleeve Polo Shirts 29

- 1 2. 6 Slacks/Pants: Officer Choice of Any Combination
- 2 a. Heavyweight
- 3 b. Lightweight
- 4 3. 2 Duty Footwear as follows:
- 5 a. 1 pair of black duty boots, ankle height
- 6 b. 1 pair of black shoes/oxfords
- 7 c. Security Officers, at their own expense, may purchase
- 8 black sneakers to be worn as an alternative.
- 9 4. 1 Pant belt with silver buckle
- 10 5. Hat / Headgear
- 11 a. Winter knit hat with appropriate badging
- 12 b. All-Season baseball hat with appropriate badging
- 13 6. Jackets
- 14 a. 1 High-Visibility Waterproof Heavyweight Parka, knee
- 15 length with “Security” on front and back.
- 16 b. 1 High-Visibility Waterproof Mediumweight / all-season
- 17 jacket
- 18 7. Gloves
- 19 a. One pair of winter gloves
- 20 b. 2 boxes of latex gloves annually
- 21 (c) By May 26, 2021 the District shall measure and provide all officers a full
- 22 complement of the new dress uniform. Each new officer hired will receive a
- 23 new uniform complement within sixty (60) days of hiring.
- 24 (d) Throughout the year, at its cost, the District shall replace damaged uniform
- 25 items provided officers fill out the Uniform Replacement Form and return the
- 26 damaged item for inspection. Gloves are not to be replaced pursuant to this
- 27 procedure and will only be replenished per the terms below.
- 28 (e) Beginning July 1, 2022 the District will replenish, with the exception of
- 29 3(b)(i)(6)(a) discussed in section (g) below, the uniforms of the officers with
- 30 the last names beginning with the letters
- 31 A - M and replenish them every other year thereafter, in even numbered years.
- 32 (f) Beginning July 1, 2023 the District will replenish, with the exception of 3(b)
- 33 (i)(6)(a) discussed in section (g) below, the uniforms of the officers with the
- 34 last names beginning with the letters N - Z and replenish them every other year
- 35 thereafter, in odd numbered years.

(g) In regard to 3(b)(i)(6)(a)(High-Visibility Waterproof Heavyweight Parka, knee length with “Security” on front and back.), the parties agree it will be replaced every other uniform replenishment cycle. For Officers with last names beginning with A-M, that means a replacement will be provided by July 1, 2024, 2028 and 2032 and so on. For those with last names beginning with N-Z, that means a replacement will be provided by July 1, 2025, 2029 and 2033 and so on.

(h) The District will develop and create a Uniform Replacement Form for the purpose of replacing any items damaged while on duty. Upon submission of the form, the damaged item, and an incident report, to the extent necessary, the item will be replaced.

(i) The District and PCTEA agree that Security Officers may purchase at their own cost any regulation items directly from the provider chosen by the parties subject to the approval of the District.

Article 44

TRANSPORTING PUPILS

No employee shall be required to transport a pupil in a personal automobile, provided that when an employee is requested and agrees to transport a pupil, the Board will assume all liability in connection therewith.

Article 45

TRAINING COURSES

(a) Department heads may require employees to participate in training or in-service courses during their regular work hours. If the courses are not held during the employee’s normal work hours, the applicable provisions for overtime pay shall apply.

(b) Employees will be encouraged to attend such training or in-service outside the regular work hours when requested by the District to attend.

(c) The Board during the life of this Agreement shall provide in-service training courses for Security Officers in the following subjects:

Self Defense

New York State Penal Law

Crowd Control

Courts

How to Identify Problems and Problem Areas

How to Secure Buildings and Areas

How to Conduct Investigations

1 (d) The District and PCTEA agree that it is in the best interest of all stake-
2 holders, and most importantly the students, to have the Security Officers
3 effectively trained in the best practices in school safety. To further this end,
4 the District and PCTEA are committed to providing on an annual basis training
5 for the role of Security Officer in school safety and appropriate responsive
6 Standard Operating Procedures. The training shall be provided by a certified,
7 experienced, and professionally trained professional.

8 The District and PCTEA agree to form a 6-member committee
9 for this purpose, with 3 members appointed by the District and 3 members
10 appointed by PCTEA. The committee shall review and implement a School
11 Security Officer Best Practices training program.

12 **Article 46**

13 **PROFESSIONAL TRAINING**

14 The District shall make efforts to provide professional training to PCTEA employees.

15 **Article 47**

16 **EDUCATIONAL INCENTIVE**

17 As NYS requires physical and occupational therapists to complete
18 thirty-six hours of continuing education credits during each three-year
19 registration renewal period, the district shall allow up to 12 hours per year
20 to be charged to board business and with no charge to accruals for physical
21 and occupational therapists to attend continuing education classes during the
22 workday. Also, upon completion of each class, OT and PT employees will
23 submit receipt for reimbursement of class costs not to exceed 12 hours per
24 year. It is the understanding of PCTEA and the District that no expenses
25 associated with travel shall be subject to reimbursement, including but not
26 limited to mileage, parking, airfare or lodging.

27 **Article 48**

28 **SUMMER CLERICAL STIPENDS**

29 **Section 1. Method of Determining Personnel**

30 Current school clerical will be given the opportunity to perform the
31 necessary daily responsibilities associated with, but not limited to, programs
32 offered during the summer recess and extended learning programs and other
33 instructional school-based programs that run for a minimum of four weeks
34 during the summer recess. The determination for which school clerical personnel
35 receives this opportunity will be as follows:

- (a) The School Clerk assigned to the location where the summer program is operating will have right of first refusal. 1
2
- (b) Should the School Clerk decline, then the Typist assigned to the location where the summer program is operating will have the right of refusal. 3
4
- (c) Should the Typist decline or there be no Typist assigned to the location where the summer program is operating, the District will hire a temporary Typist, not to exceed three (3) months, to provide clerical support to the summer program. 5
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Section 2. Stipend Amounts 9

In addition to his/her daily salary, the school clerical personnel that elects to work the summer program will be compensated for each day worked, not to exceed the amounts in the following matrix: 10
11
13

Duration (Weeks)	Duration	Stipend
6	Full Day	\$1500
6	Half Day	\$1000
4	Full Day	\$1250
4	Half Day	\$750

14
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16
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Section 3. Daily Rate 19

If a School Clerk or Typist that elects to work the summer program does not work the program for any reason or elects not to complete the program in accordance with paragraph 5 below, they will not receive the daily rate of this stipend. The daily rate will be determined by dividing the amount of the stipend by the total number of days of the program (Example \$1500/30 days = \$50.00). 20
21
22
23
24

Section 4. Date of Payment 25

Payment of the stipend on accordance with the terms of this agreement will be made in the first paycheck after the conclusion of the program. 26
27

Section 5. Determining Interest 28

Relevant clerical staff will be canvassed to determine their interest in working the summer program at his/her building and the individual must inform the District of his/her decision by a mutually agreed upon date as indicated on the job canvass. Clerical staff that elect to work the summer program will make every effort to work the program from start to finish. 29
30
31
32
33

1 However, in the event that the individual is unable to complete work in the
2 program and notifies the District of his/her desire not to complete the program,
3 then the District will offer the opportunity to other clerical staff in the building
4 to complete the remainder of the program.

5 **Article 49**

6 **NOTICE OF SEPARATION**

7 PCTEA members shall provide 30-day notice of separation including
8 resignation and retirement.

9 **Article 50**

10 **EMPLOYEE EVALUATIONS**

11 Employee evaluations may be used in the following circumstances:

13 (1) Temporary Employees;

14 (2) Employees on Probation: Evaluations can only be done during the time
15 period an employee is on Probation for a Permanent title. For Promotional
16 titles this is two (2) months, for Open titles it is six (6) months.

17 PCTEA shall be involved in the development and application of the evaluation rubric.

18 **Article 51**

19 **COMMUNITY ORGANIZATIONS**

20 **Section 1.** The parties agree that the District shall have the ability to
21 engage the services of outside organizations, whether outside or inside of
22 school, for the purpose of the “Safe Passage Program”, to provide peer
23 mentoring programs and to provided added support to best ensure the safety
24 of our school communities. It is expressly acknowledged by the District
25 that the use of outside organizations is not intended to supplant the
26 work of any District security personnel; reduce the number of District
27 security personnel; or break any exclusivity that may be enjoyed by PCTEA for
28 District security functions.

29 Any alleged violation of PCTEA’s exclusivity to the work performed by
30 security officers shall be subject to the grievance procedure in the collective
31 bargaining agreement.

32 **Section 2.** The parties also agree to at least bi-monthly meetings, to the extent
33 necessary, to discuss security, safety, and the ongoing work of the community
34 organizations. These meetings shall include District personnel, PCTEA
35 and leadership from the community organizations. At these meetings, the
36 participants will also review data and data trends.

Article 52

1

GENERAL PROVISIONS

2

This Agreement and all provisions herein are subject to all applicable laws and to the appropriation of funds by the Common Council of the City of Buffalo. In the event that any provision herein is found to violate such laws by an appropriate court of competent jurisdiction, said provision shall be declared invalid and shall not bind either of the parties.

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7

However, the remainder of this Agreement shall remain in full force and effect. The parties agree to negotiate a replacement provision to the invalidated provision.

8

9

10

Article 53

11

**NOTICE REQUIRED BY CIVIL SERVICE LAW,
SECTION 204A**

13

14

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or providing funds therefore, shall not become effective until the appropriate legislative body has given approval."

15

16

17

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Article 54

19

DURATION AND TERMINATION

20

This Agreement shall be effective as of the 1st day of July 2022, and shall remain in full force and effect until the 30th day of June, 2026. This Agreement shall remain in full force and effect during the period of negotiations.

21

22

23

1 **Article 55**

2 **CONTINUATION OF CONTRACT**

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

5 **IN WITNESS WHEREOF**, the parties hereto have set their hands this 22nd
6 day of June, 2022.

7 **BUFFALO BOARD OF EDUCATION**
8 **PROFESSIONAL, CLERICAL**
9 **TECHNICAL EMPLOYEES**

BOARD OF EDUCATION
OF THE CITY OF BUFFALO

10 

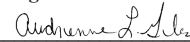
President

11 

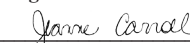
Vice President

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Negotiator

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Negotiator

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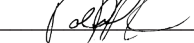
Negotiator



President



Superintendent



General Counsel

GRADE 5	1
Clerk	2
Cultural Resource Specialist	3
GRADE 5A	4
Stenographer	5
GRADE 6	6
Typist	7
GRADE 6A	8
Typist – Language Component	9
GRADE 7	10
Community Education Leader	11
Senior Typist	13
GRADE 7A	14
Account Clerk	15
Account Clerk Typist	16
Community Education Leader – Spanish Speaking	17
Mail Room Clerk	18
GRADE 7B	19
Account Clerk Stenographer	20
Media Specialist	21
Registration Cultural Aide – Language Component	22
GRADE 8	23
Key Punch Operator	24
Senior Account Clerk	25
Senior Account Clerk Typist	26
Telephone Operator	27
GRADE 9	28
Data Processing Equipment Operator	29
Senior Stenographer	30
GRADE 9A	31
Help Desk Support Specialist	32
GRADE 10	33
Central Registration Clerk	34
Data Control Clerk	35
Labor Supervisor 1	36
School Clerk	37
Senior Account Clerk Stenographer	38

- 1 Senior Inventory Clerk
- 2 Transportation Clerk
- 3 **GRADE 10A**
- 4 Central Registration Clerk – Arabic Speaking
- 5 Central Registration Clerk – Spanish Speaking
- 6 Drafting Technician
- 7 School Nurse
- 8 Security Officer
- 9 Senior Data Processing Equipment Operator
- 10 **GRADE 11**
- 11 Mail Distribution Clerk
- 13 Principal Clerk
- 14 Records Inventory Coordinator
- 15 Senior Audio/Visual Technician
- 16 Senior Media Specialist
- 17 Statistics Clerk
- 18 **GRADE 11A**
- 19 Junior Accountant
- 20 Junior Auditor
- 21 **GRADE 12**
- 22 Bus Aide Team Leader
- 23 Computer Operator
- 24 Computer Support Technician
- 25 Operations Communications Coordinator
- 26 Principal Inventory Clerk
- 27 **GRADE 12A**
- 28 Administrative Secretary
- 29 Associate Account Clerk
- 30 Community Resource Leader
- 31 Facilities Service Coordinator
- 32 Junior Buyer
- 33 Payment Compliance Account Clerk Typist
- 34 Senior Personnel Clerk
- 35 **GRADE 12B**
- 36 Administrative Secretary – Spanish Speaking
- 37 Audit Inspector
- 38 Senior Drafting Technician
- 39 Senior Routing Specialist

GRADE 13	1
Administrative Assistant	2
Contract Specification Clerk	3
Research Aide	4
Senior Computer Operator	5
GRADE 14	6
Assistant Accountant	7
Assistant Auditor	8
Coordinator of Office Automation	9
GRADE 14A	10
GRADE 15	11
Assistant Management Analyst	13
Assistant Supervisor of Food Service	14
Assistant Supervisor of Transportation	15
Employee Relations Specialist	16
Grants Coordinator	17
Personnel Assistant	18
GRADE 15A	19
Textbook Inventory Specialist	20
GRADE 15B	21
Assistant Computer Programmer	22
Community Resource Leader II	23
GRADE 16	24
Audit Inspector II	25
Computer Programmer	26
Information Technology Specialist I	27
Network Engineer	28
GRADE 17	29
Buyer	30
Human Resources Generalist	31
Management Analyst	32
Senior Accountant	33
Senior Auditor	34
Supervisor of Security	35
Supervising School Clerk	36
GRADE 17A	37
Compensation & Benefits Specialist	38

- 1 **GRADE 18**
- 2 Assistant Engineer (Mechanic)
- 3 Information System Security Analyst
- 4 Program Analyst
- 5 Supervisor of Building Repairs
- 6 Supervisor of Grounds I
- 7 **GRADE 19**
- 8 Associate Accountant
- 9 Associate Auditor
- 10 Budget Examiner
- 11 Electrical Engineer
- 13 Information Technology Specialist II
- 14 Microcomputer Technical Support Specialist
- 15 Risk Manager
- 16 Supervisor of Building Construction
- 17 Supervisor of Building Security
- 18 Systems Analyst
- 19 **GRADE 19A**
- 20 District Wellness Coordinator
- 21 Supervisor of Bus Aides
- 22 **GRADE 20**
- 23 Assistant Director of Purchase
- 24 Assistant Director of Student Placement and Registration
- 25 Associate Management Analyst
- 26 Data Base Administrator
- 27 Food Service Supervisor
- 28 Human Resources Manager
- 29 Senior Architect
- 30 Senior Chemist
- 31 Senior Engineer (Structural)
- 32 Supervisor of Service Center
- 33 Supervisor of Transportation
- 34 Textbook Coordinator
- 35 **GRADE 21**
- 36 Director of Building Repairs
- 37 Director of Public Relations
- 38 Director of Security

Information Technology Service Desk Support Manager	1
Occupational Therapist	2
Physical Therapist	3
Senior Budget Examiner	4
Senior Systems Analyst	5
Supervising Accountant	6
Supervising Auditor	7
Systems Administrator	8
GRADE 22	9
Assistant Director of Transportation	10
Audiologist	11
Human Resources Information Systems Analyst	13
Senior Microcomputer Technical Support Specialist	14
GRADE 22A	15
Principal Accountant	16
Purchasing Agent	17
Research and Information Specialist	18
GRADE 23	19
Associate Architect	20
Associate Engineer	21
Chief Microcomputer Technical Support Specialist	22
Director of Building Safety and Health	23
Facilities Systems Specialist	24
Homeland Security Coordinator	25
Security Systems Engineer	26
GRADE 24	27
Assistant Director of Finance	28
Director of Access Center	29
Director of Health-Related Services	30
Director of School Food Services	31
Wide Area Network Manager	32
GRADE 24A	33
Assistant Superintendent of Plant	34
Assistant Superintendent of Service Center Operations	35
Auditor	36
Chief Payroll Auditor	37

- 1 Director of Facilities, Planning Design & Construction
- 2 Director of School Plant Operations
- 3 Director of Transportation
- 4 Manager of Systems and Operations
- 5 **GRADE 25**
- 6 Director of Information Technology
- 7 Executive Director of Accounting

Increase = 4.0%		PCTEA SALARY SCHEDULE A		Effective 7/1/2022
GRADE	STEP 1	STEP 2	STEP 3	STEP 4
A	\$33,183	\$34,103	\$35,705	\$36,684
1	\$33,836	\$35,366	\$36,889	\$37,902
2	\$34,572	\$36,154	\$37,743	\$38,781
3	\$35,129	\$36,775	\$38,417	\$39,476
4	\$36,228	\$37,977	\$39,717	\$40,815
5	\$36,844	\$38,737	\$40,628	\$41,753
5A	\$37,498	\$39,474	\$41,452	\$42,604
6	\$37,632	\$39,619	\$41,612	\$42,765
6A	\$38,209	\$40,221	\$42,249	\$43,420
7	\$38,505	\$40,586	\$42,736	\$43,918
7A	\$38,516	\$40,594	\$42,736	\$43,918
7B	\$39,126	\$41,288	\$43,454	\$44,663
8	\$39,561	\$41,780	\$44,088	\$45,315
9	\$40,493	\$42,948	\$45,441	\$46,712
9A	\$41,734	\$44,256	\$46,784	\$48,098
10	\$42,011	\$44,737	\$47,465	\$48,798
10A	\$42,749	\$45,798	\$48,846	\$50,218
11	\$43,695	\$46,739	\$49,819	\$51,215
11A	\$45,726	\$48,771	\$51,931	\$53,395
12	\$45,726	\$49,350	\$52,938	\$54,433
12A	\$47,538	\$51,060	\$54,651	\$56,196
12B	\$48,339	\$51,896	\$55,484	\$57,052
13	\$48,499	\$52,395	\$56,317	\$57,913
14	\$49,935	\$53,866	\$57,795	\$59,432
14A	\$51,139	\$55,147	\$59,154	\$60,835
15	\$51,246	\$55,404	\$59,578	\$61,268
15A	\$51,933	\$56,190	\$60,459	\$62,180
15B	\$53,691	\$58,047	\$62,510	\$64,294
16	\$54,666	\$59,123	\$63,736	\$65,553
17	\$56,676	\$61,369	\$66,243	\$68,137
17A	\$57,126	\$62,011	\$67,052	\$68,970
18	\$58,429	\$63,607	\$68,871	\$70,842
19	\$60,839	\$66,229	\$71,613	\$73,662
19A	\$61,569	\$67,286	\$73,022	\$75,119
20	\$62,664	\$68,552	\$74,524	\$76,665
21	\$68,463	\$74,773	\$81,287	\$83,632
22	\$72,792	\$79,593	\$86,393	\$88,889
22A	\$74,241	\$81,306	\$88,367	\$90,924
23	\$77,375	\$84,427	\$91,496	\$94,145
24	\$82,031	\$89,306	\$96,579	\$99,381
24A	\$85,384	\$92,795	\$100,222	\$103,135
25	\$101,870	\$107,137	\$112,403	\$115,68

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Increase = 4.0%		PCTEA SALARY SCHEDULE B		Effective 7/1/2023
GRADE	STEP 1	STEP 2	STEP 3	STEP 4
A	\$34,510	\$35,467	\$37,133	\$38,151
1	\$35,189	\$36,781	\$38,365	\$39,418
2	\$35,955	\$37,600	\$39,253	\$40,332
3	\$36,534	\$38,246	\$39,954	\$41,055
4	\$37,677	\$39,496	\$41,306	\$42,448
5	\$38,318	\$40,286	\$42,253	\$43,423
5A	\$38,998	\$41,053	\$43,110	\$44,308
6	\$39,137	\$41,204	\$43,276	\$44,476
6A	\$39,737	\$41,830	\$43,939	\$45,157
7	\$40,045	\$42,209	\$44,445	\$45,675
7A	\$40,057	\$42,218	\$44,445	\$45,675
7B	\$40,691	\$42,940	\$45,192	\$46,450
8	\$41,143	\$43,451	\$45,852	\$47,128
9	\$42,113	\$44,666	\$47,259	\$48,580
9A	\$43,403	\$46,026	\$48,655	\$50,022
10	\$42,011	\$46,526	\$49,364	\$50,750
10A	\$44,459	\$47,630	\$50,800	\$52,227
11	\$45,443	\$48,609	\$51,812	\$53,264
11A	\$47,555	\$50,722	\$54,008	\$55,531
12	\$47,724	\$51,324	\$55,056	\$56,610
12A	\$49,440	\$53,102	\$56,837	\$58,444
12B	\$50,273	\$53,972	\$57,703	\$59,334
13	\$50,439	\$54,491	\$58,570	\$60,230
14	\$49,935	\$56,021	\$60,107	\$61,809
14A	\$53,185	\$57,353	\$61,520	\$63,268
15	\$53,296	\$57,620	\$61,961	\$63,719
15A	\$54,010	\$58,438	\$62,877	\$64,667
15B	\$55,839	\$60,369	\$65,010	\$66,667
16	\$56,853	\$61,488	\$66,285	\$68,175
17	\$58,943	\$63,824	\$68,893	\$70,862
17A	\$59,411	\$64,491	\$69,734	\$71,729
18	\$60,766	\$66,151	\$71,626	\$73,676
19	\$63,273	\$68,878	\$74,478	\$76,608
19A	\$64,032	\$69,977	\$75,943	\$78,124
20	\$65,171	\$71,294	\$77,505	\$79,732
21	\$71,202	\$77,764	\$84,538	\$86,977
22	\$75,704	\$82,777	\$89,849	\$92,445
22A	\$77,211	\$84,558	\$91,902	\$94,561
23	\$80,470	\$87,804	\$95,156	\$97,911
24	\$85,312	\$92,878	\$100,442	\$103,356
24A	\$88,799	\$96,507	\$104,231	\$107,260
25	\$105,945	\$111,422	\$116,899	\$120,308

Increase = 4.0%		PCTEA SALARY SCHEDULE C		Effective 7/1/2024
GRADE	STEP 1	STEP 2	STEP 3	STEP 4
A	\$35,890	\$36,886	\$38,618	\$39,677
1	\$36,597	\$38,252	\$39,900	\$40,995
2	\$37,393	\$39,104	\$40,823	\$41,945
3	\$37,995	\$39,776	\$41,552	\$42,697
4	\$39,184	\$41,076	\$42,958	\$44,146
5	\$39,851	\$41,897	\$43,943	\$45,160
5A	\$40,558	\$42,695	\$44,834	\$46,080
6	\$40,702	\$42,852	\$45,007	\$46,255
6A	\$41,326	\$43,503	\$45,697	\$46,963
7	\$41,647	\$43,897	\$46,223	\$47,502
7A	\$41,659	\$43,907	\$46,223	\$47,502
7B	\$42,319	\$44,658	\$47,000	\$48,308
8	\$42,789	\$45,189	\$47,686	\$49,013
9	\$43,798	\$46,453	\$49,149	\$50,523
9A	\$45,139	\$47,867	\$50,601	\$52,023
10	\$45,439	\$48,387	\$51,339	\$52,780
10A	\$46,237	\$49,535	\$52,832	\$54,316
11	\$47,261	\$50,553	\$53,884	\$55,395
11A	\$49,457	\$52,751	\$56,168	\$57,752
12	\$49,633	\$53,377	\$57,258	\$58,874
12A	\$51,418	\$55,226	\$59,110	\$60,782
12B	\$52,284	\$56,131	\$60,011	\$61,707
13	\$52,457	\$56,671	\$60,913	\$62,639
14	\$54,009	\$58,262	\$62,511	\$64,281
14A	\$55,312	\$59,647	\$63,981	\$65,799
15	\$55,428	\$59,925	\$64,439	\$66,268
15A	\$56,170	\$60,776	\$65,392	\$67,254
15B	\$58,073	\$62,784	\$67,610	\$69,541
16	\$59,127	\$63,948	\$68,936	\$70,902
17	\$61,301	\$66,377	\$71,649	\$73,696
17A	\$61,787	\$67,071	\$72,523	\$74,598
18	\$63,197	\$68,797	\$74,491	\$76,623
19	\$65,804	\$71,633	\$77,457	\$79,672
19A	\$66,593	\$72,776	\$78,981	\$81,249
20	\$67,778	\$74,146	\$80,605	\$82,921
21	\$74,050	\$80,875	\$87,920	\$90,456
22	\$78,732	\$86,088	\$93,443	\$96,143
22A	\$80,299	\$87,940	\$95,578	\$98,343
23	\$83,689	\$91,316	\$98,962	\$101,827
24	\$88,724	\$96,593	\$104,460	\$107,490
24A	\$92,351	\$100,367	\$108,400	\$111,550
25	\$110,183	\$115,879	\$121,575	\$125,120

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Increase = 3.0%		PCTEA SALARY SCHEDULE D		Effective 7/1/2025
GRADE	STEP 1	STEP 2	STEP 3	STEP 4
A	\$36,967	\$37,993	\$39,777	\$40,867
1	\$37,695	\$39,400	\$41,097	\$42,225
2	\$38,515	\$40,277	\$42,048	\$43,203
3	\$39,135	\$40,969	\$42,799	\$43,978
4	\$40,360	\$42,308	\$44,247	\$45,470
5	\$41,047	\$43,154	\$45,261	\$46,515
5A	\$41,775	\$43,976	\$46,179	\$47,462
6	\$41,923	\$44,138	\$46,357	\$47,643
6A	\$42,566	\$44,808	\$47,068	\$48,372
7	\$42,896	\$45,214	\$47,610	\$48,927
7A	\$42,909	\$45,224	\$47,610	\$48,927
7B	\$43,589	\$45,998	\$48,410	\$49,757
8	\$44,073	\$46,545	\$49,117	\$50,483
9	\$45,112	\$47,847	\$50,623	\$52,039
9A	\$46,493	\$49,303	\$52,119	\$53,584
10	\$46,802	\$49,839	\$52,879	\$54,363
10A	\$47,624	\$51,021	\$54,417	\$55,945
11	\$48,679	\$52,070	\$55,501	\$57,057
11A	\$50,941	\$54,334	\$57,853	\$59,485
12	\$51,122	\$54,978	\$58,976	\$60,640
12A	\$52,961	\$56,883	\$60,883	\$62,605
12B	\$53,853	\$57,815	\$61,811	\$63,558
13	\$54,031	\$58,371	\$62,740	\$64,518
14	\$55,629	\$60,010	\$64,386	\$66,209
14A	\$56,971	\$61,436	\$65,900	\$67,773
15	\$57,091	\$61,723	\$66,372	\$68,256
15A	\$57,855	\$62,599	\$67,354	\$69,272
15B	\$59,815	\$64,668	\$69,638	\$71,627
16	\$60,901	\$65,866	\$71,004	\$73,029
17	\$63,140	\$68,368	\$73,798	\$75,907
17A	\$63,641	\$69,083	\$74,699	\$76,836
18	\$65,093	\$70,861	\$76,726	\$78,922
19	\$67,778	\$73,782	\$79,781	\$82,062
19A	\$68,591	\$74,959	\$81,350	\$83,686
20	\$69,811	\$76,370	\$83,023	\$85,409
21	\$76,272	\$83,301	\$90,558	\$93,170
22	\$81,094	\$88,671	\$96,246	\$99,027
22A	\$82,708	\$90,578	\$98,445	\$101,293
23	\$86,200	\$94,055	\$101,931	\$104,882
24	\$91,386	\$99,491	\$107,594	\$110,715
24A	\$95,122	\$103,378	\$111,652	\$114,897
25	\$113,488	\$119,355	\$125,222	\$128,874

SCHEDULE "E"**COMPLETED MONTHS OF SERVICE IN QUALIFYING YEAR
FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2012**

Years of Service	June (12)	May (11)	Apr. (10)	Mar. (9)	Feb. (8)	Jan. (7)	Dec. (6)	Nov. (5)	Oct. (4)	Sept. (3)	Aug. (2)	July (1)
2 thru 4	10	9	8	7	7	6	5	4	3	3	2	1
5	15	14	12	11	10	9	8	6	5	4	2	1
6	16	15	13	12	11	9	8	7	5	4	3	1
7	17	16	14	13	11	10	8	7	6	4	3	1
8	18	16	15	14	12	10	9	7	6	4	3	1
9	19	17	16	14	13	11	10	8	6	5	3	2
10	20	18	17	15	13	12	10	8	7	5	3	2
11	21	19	17	16	14	12	10	9	7	5	3	2
12	22	20	18	17	15	13	11	9	7	6	4	2
13	23	21	19	17	15	13	12	10	8	6	4	2
14	24	22	20	18	16	14	12	10	8	6	4	2
15 or More	25	23	21	19	17	15	12	10	8	6	4	2

SCHEDULE "F"**COMPLETED MONTHS OF SERVICE IN QUALIFYING YEAR
FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2012**

Years of Service	June (12)	May (11)	Apr. (10)	Mar. (9)	Feb. (8)	Jan. (7)	Dec. (6)	Nov. (5)	Oct. (4)	Sept. (3)	Aug. (2)	July (1)
2 thru 5	10	9	8	7	7	6	5	4	3	3	2	1
6 thru 10	15	14	12	11	10	9	8	6	5	4	2	1
11 or More	20	18	17	15	13	12	10	8	7	5	3	2

NOTES