COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN THE

CITY SCHOOL DISTRICT OF THE

CITY OF BUFFALO

and

BUFFALO EDUCATIONAL SUPPORT TEAM

NOTICE: 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 BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Begins: July 1, 2004

Ends: June 30, 2012
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This Agreement entered into this first day of July 2004 by and between the BOARD OF EDUCATION OF THE CITY OF BUFFALO, hereinafter sometimes called the "Board" or "Employer" and the Buffalo Educational Support Team hereinafter sometimes referred to as "BEST" or the "Union."

PREAMBLE

The New York State Public Employment Relations Board (in its Case No. C-3323, 1988) having: (i) certified the Buffalo Educational Support Team as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees of the City School District of the City of Buffalo in the following unit:

Included: All full-time teacher aides/school aides, health care aides, part-time teacher aides and teaching assistants.

Excluded: All other employees

and (ii) ordered the District to negotiate collectively and enter into a written agreement with the Union with regard to terms and conditions of employment and to negotiate collectively with the Union in determination of and administration of grievances; the District and the Union now agree to the following:

ARTICLE I
RECOGNITION & FAIR PRACTICES

A. The Board hereby recognizes the Union as the exclusive representative of Teacher Aides/School Aides, Health Care Aides, and Teaching Assistants employed by the Board on a regular basis for at least six (6) hours per day. If a new position is created during the life of this Contract, the inclusion of said position shall be determined by mutual agreement of the parties.

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

C. The Board agrees to continue its policy of non-discrimination against any employee on the basis of race, creed, color, national origin, sex, marital status, or membership or participation in, or association with the activities of any employee organization.
ARTICLE II
DEFINITIONS

A. "District" means the City School District of the City of Buffalo and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., The Board of Education) authorized to act on behalf of the District.
B. "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
C. "Superintendent of Schools" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools.
D. "Union" means Buffalo Educational Support Team.
E. "Employee" means a teacher aide/school aide, health care aide, and teaching assistant included in the unit set forth in the Preamble to this Agreement. "Full-time" means an appointment as such by formal Board action.
F. "Party" means the District or the Union.
G. "Parties" means the District and the Union.
H. "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
I. "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties and signed by the parties.
J. "Execution date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which the parties both sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.
K. "Unit" and "negotiating unit" each mean the employer-employee negotiations unit as set forth in the Preamble to this Agreement.
L. "Fiscal year" means the period which begins on July 1st of each year and ends on the next following June 30th.
M. "School day" means a day on which the schools of the District are open for instruction of pupils (even though one or more, but not all, of the schools may be closed for emergency or other reasons).
N. "Seniority" means the total length of full-time service with the District as a Teacher Aide/School Aide and/or Health Care Aide, and/or Teaching Assistant.

ARTICLE III
UNION AND BOARD RIGHTS

A. The Superintendent and representatives of the Union shall meet on request with advance notice to discuss matters relating to the implementation of this Contract, and other matters of concern. If the Superintendent is not available he shall designate his representative or, if the Union prefers, the meeting shall be rescheduled for the earliest date on which the Superintendent is available.
B. The Principal in each school shall be available for conferences with representatives of the Union to discuss mutual problems and matters relating to this Contract.

C. The District shall make available to the Union, upon request, any and all information, statistics and records relevant to negotiations, or necessary for the proper administration or enforcement of this Agreement.

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

E. A representative of the Union shall be allowed to visit schools or investigate working conditions, employee complaints, problems or for other purposes relating to the Union's affairs. When such activities cannot be performed other than during working hours, the representative of the Union shall be given such time upon the approval of the Superintendent or his representative. Upon arrival of the representative of the Union at the work area, he shall report his presence to the school Principal and shall confer with the Principal in order to facilitate the purpose of his visit.

   The Union and its officers, recognize and agree that this privilege should not be abused.

F. Whenever representatives of the Union are mutually scheduled by the parties to participate during working hours in conferences, meetings or in negotiations, they shall suffer no loss of pay. It is understood and agreed, however, that the Board shall not be obligated to pay the salaries of more than five (5) representatives for each session. Negotiating shall, whenever practicable, be scheduled during normal business hours.

G. The Union upon written request stating the reason therefor delivered to the Board no later than 12:00 noon the Tuesday preceding the Board meeting, shall be given an early place on the agenda of any regular meeting of the Board.

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

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

J. When an Employee is reprimanded because of disciplinary reasons or failure to perform work satisfactorily, and such reprimand is in letter or memo form, the Union shall receive a copy of such memo or letter. When a meeting is scheduled with an
Employee to discuss a disciplinary penalty such as a suspension or fine, a Union representative shall be notified in advance and allowed to be present at the meeting if so requested by the employee.

K. No employees shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any disciplinary action asserted by the Board against a Teacher Aide or Health Care Aide shall be governed by the applicable provisions of the New York State Civil Service Law and/or the agreement between the parties. Any disciplinary action asserted by the Board against a Teaching Assistant shall be governed by the provisions of the New York State Education Law and Commissioner’s Regulations and/or the agreement between the parties.

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

M. Provision for the evaluation of the work of employees covered by this Contract is the responsibility and the right of the District. The development of instruments and procedures for evaluation is a proper concern of the said employees. Therefore, a committee composed of representatives chosen by the Union and representatives chosen by the District shall be formed to review such instruments and procedures and to develop an evaluation instrument for teaching assistants. The Committee will report the results of their deliberations no later than 120 days from their initial meeting. Failure to complete the task will revert the parties to the status quo which is as follows:

Provision for the evaluation of the work of employees covered by this Contract is the responsibility and the right of the District. The development of instruments and procedures for evaluation is a proper concern of the said employees. Therefore, a committee composed of representatives chosen by the Union and representatives chosen by the District shall be formed to review such instruments and procedures. There shall be no changes made to the existing instrument and procedures unless agreed upon by the parties.
ARTICLE IV
HOURS OF WORK

Section 1. Regular Hours
The regular work day shall not exceed eight (8) hours, not including one-half hour for lunch. References to consecutive hours of work in the balance of this Article shall not be construed generally to include lunch periods.

Section 2. Workweek
The normal workweek shall consist of five (5) consecutive days, Monday through Friday inclusive.

Section 3. Conditions Beyond Control of Employee
In the event of a public transportation breakdown, severe storms, floods or Acts of God, and other similar occurrences, preventing an employee from reporting for work or reporting for work on time, such absence or tardiness shall not result in a loss of pay upon recommendation of the Superintendent in accordance with Board policy.

Section 4. Rest Periods
An employee's work day shall include a fifteen (15) minute rest period which shall be scheduled by the employee's immediate supervisor.

Section 5. After Hours Work
Any employee, required to work beyond their normally scheduled work shift shall be compensated for all additional time worked, at the regular hourly rate of pay.

Section 6. Summer Employment
Total full-time service with the District shall be the determining factor in making selections for summer employment, except as follows:

1) In those instances where bilingual abilities may be required; and
2) In those instances where an aide is specified in the IEP to work with one or more handicapped pupils who are attending a summer school program but in any event, not to exceed six (6) positions per summer.

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

Employees desiring summer work shall make written application to the Human Resources Department during the month of May each year. Employees who work during the summer recess periods shall be compensated at their regular rate of pay.
ARTICLE V
RATES OF PAY

Section 1. Effective July 1, 2004-August 30, 2008, the hourly rates of pay for Teacher/School Aides, and Health Care Aides shall be:

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>Teacher/School Aides</th>
<th>Career Ladder/Health Care Aides</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$12.03 per hour</td>
<td>$15.11 per hour</td>
</tr>
<tr>
<td>2nd year</td>
<td>$12.60 per hour</td>
<td>$15.58 per hour</td>
</tr>
<tr>
<td>3rd year</td>
<td>$13.08 per hour</td>
<td>$16.05 per hour</td>
</tr>
<tr>
<td>4th year</td>
<td>$13.55 per hour</td>
<td>$16.54 per hour</td>
</tr>
<tr>
<td>5th year</td>
<td>$13.94 per hour</td>
<td>$17.01 per hour</td>
</tr>
</tbody>
</table>

On their anniversary dates of employment, such employees shall have their hourly rates of pay increased in accordance with the above pay schedule.

Section 2. Effective August 31, 2008, the hourly rates of pay for Teacher/School Aides, and Health Care Aides shall be:

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>Teacher/School Aides</th>
<th>Career Ladder/Health Care Aides</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$12.27 per hour</td>
<td>$15.11 per hour</td>
</tr>
<tr>
<td>2nd year</td>
<td>$12.85 per hour</td>
<td>$15.58 per hour</td>
</tr>
<tr>
<td>3rd year</td>
<td>$13.34 per hour</td>
<td>$16.05 per hour</td>
</tr>
<tr>
<td>4th year</td>
<td>$13.82 per hour</td>
<td>$16.54 per hour</td>
</tr>
<tr>
<td>5th year</td>
<td>$14.22 per hour</td>
<td>$17.01 per hour</td>
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</table>

On their anniversary dates of employment, such employees shall have their hourly rates of pay increased in accordance with the above pay schedule.

Section 3. Effective September 2, 2008, the hourly rates of pay for Teaching Assistants, Teacher/School Aides, and Health Care Aides shall be:

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>Teaching Assistants</th>
<th>Teacher/School Aides</th>
<th>Career Ladder/Health Care Aides</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$13.26 per hour</td>
<td>$12.64 per hour</td>
<td>$15.11 per hour</td>
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<tr>
<td>2nd year</td>
<td>$13.88 per hour</td>
<td>$13.24 per hour</td>
<td>$15.58 per hour</td>
</tr>
<tr>
<td>3rd year</td>
<td>$14.42 per hour</td>
<td>$13.74 per hour</td>
<td>$16.05 per hour</td>
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<tr>
<td>4th year</td>
<td>$14.94 per hour</td>
<td>$14.23 per hour</td>
<td>$16.54 per hour</td>
</tr>
<tr>
<td>5th year</td>
<td>$15.37 per hour</td>
<td>$14.65 per hour</td>
<td>$17.01 per hour</td>
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</tbody>
</table>

On their anniversary dates of employment, such employees shall have their hourly rates of pay increased in accordance with the above pay schedule.
Section 4. Effective July 1, 2009 the hourly rates of pay for Teaching Assistants, Teacher/School Aides, and Health Care Aides shall be:

<table>
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<th>Teacher/ School Aides</th>
<th>Career Ladder/ Health Care Aides</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year of service</td>
<td>$13.66 per hour</td>
<td>$13.02 per hour</td>
</tr>
<tr>
<td>2nd year of service</td>
<td>$14.30 per hour</td>
<td>$13.64 per hour</td>
</tr>
<tr>
<td>3rd year of service</td>
<td>$14.85 per hour</td>
<td>$14.15 per hour</td>
</tr>
<tr>
<td>4th year of service</td>
<td>$15.39 per hour</td>
<td>$14.66 per hour</td>
</tr>
<tr>
<td>5th year of service</td>
<td>$15.83 per hour</td>
<td>$15.09 per hour</td>
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</table>

On their anniversary dates of employment, such employees shall have their hourly rates of pay increased in accordance with the above pay schedule.

Section 5. Effective July 1, 2010 the hourly rates of pay for Teaching Assistants, Teacher/School Aides, and Health Care Aides shall be:

<table>
<thead>
<tr>
<th>Teaching Assistants</th>
<th>Teacher/ School Aides</th>
<th>Career Ladder/ Health Care Aides</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year of service</td>
<td>$14.07 per hour</td>
<td>$13.41 per hour</td>
</tr>
<tr>
<td>2nd year of service</td>
<td>$14.73 per hour</td>
<td>$14.05 per hour</td>
</tr>
<tr>
<td>3rd year of service</td>
<td>$15.30 per hour</td>
<td>$14.57 per hour</td>
</tr>
<tr>
<td>4th year of service</td>
<td>$15.85 per hour</td>
<td>$15.10 per hour</td>
</tr>
<tr>
<td>5th year of service</td>
<td>$16.30 per hour</td>
<td>$15.54 per hour</td>
</tr>
</tbody>
</table>

On their anniversary dates of employment, such employees shall have their hourly rates of pay increased in accordance with the above pay schedule.

Section 6. Effective July 1, 2011 the hourly rates of pay for Teaching Assistants, Teacher/School Aides, and Health Care Aides shall be:

<table>
<thead>
<tr>
<th>Teaching Assistants</th>
<th>Teacher/ School Aides</th>
<th>Career Ladder/ Health Care Aides</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year of service</td>
<td>$14.49 per hour</td>
<td>$13.81 per hour</td>
</tr>
<tr>
<td>2nd year of service</td>
<td>$15.17 per hour</td>
<td>$14.47 per hour</td>
</tr>
<tr>
<td>3rd year of service</td>
<td>$15.76 per hour</td>
<td>$15.01 per hour</td>
</tr>
<tr>
<td>4th year of service</td>
<td>$16.33 per hour</td>
<td>$15.55 per hour</td>
</tr>
<tr>
<td>5th year of service</td>
<td>$16.79 per hour</td>
<td>$16.01 per hour</td>
</tr>
</tbody>
</table>

On their anniversary dates of employment, such employees shall have their hourly rates of pay increased in accordance with the above pay schedule.

Section 7.

Beginning July 1, 2007 employees who worked the 2006-2007 school year received a one-step salary increase (where applicable) on their salary schedule.

It is agreed that thereafter, eligible employees will receive one step increases on their anniversary date. The union agrees to withdraw from all litigation challenging the
BFSA imposed wage freeze and the number of steps employees were entitled to move up when the BFSA wage freeze was lifted in June 2007.

Section 8. Longevity
Effective 9/1/08, each employee who has completed the years of service set forth in Column I below shall receive annually, in addition to his salary, the payment set forth in Column II for each appropriate year:

<table>
<thead>
<tr>
<th>Column I</th>
<th>Column II</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 years of service</td>
<td>$ 525</td>
</tr>
<tr>
<td>14 years of service</td>
<td>$ 1050</td>
</tr>
<tr>
<td>19 years of service</td>
<td>$ 1570</td>
</tr>
</tbody>
</table>

Employees will receive credit for all years of service for purposes of longevity.

Section 9. Bonuses
Each current employee who was on the payroll in the 2007-08 school year will receive a one-time bonus in an amount of $750.00.

In lieu of percentage hourly wage increases during the term of this agreement, beginning February 15, 2009, Health Care Aides will receive a $750.00 bonus paid by no later than the end of February and July of each year covered by this agreement.

Section 10. In Service Training
Effective July 1, 1999 all employees who take part in the in service training program, outside of normal working hours, shall be compensated at the rate of $6.25 per hour for all such hours.

During the life of the current agreement, all employees on the Teacher Aide/School Aide seniority list dated January 1, 1996 shall be compensated at the rate of $6.25 per hour for the training to gain the qualifications, as defined by the Civil Service Commission, for a Health Care Aide.

It is the intent of the parties that in the event training for Health Care Aides takes place during regularly scheduled working hours, employees will be paid their regular hourly rate.

Section 11. Plans for Providing Training to Those Interested in Participating in the In-Service Program for the “Health Care Aide” Position
It is the intent of the parties to mutually develop a program to provide training opportunities for those interested in participating in “Health Care Aide” training.
Section 12. All Other Terms and Conditions of Employment in the Contract Between the Buffalo Board of Education and the Buffalo Educational Support Team

All other terms and conditions of employment in the contract between the Buffalo Board of Education and the Buffalo Educational Support Team will be extended to those employees hired in the classification of Health Care Aide.

Section 13. Paycheck Schedules

a. The annual amounts of pay for Employees will be divided into 215 days of pay which will be paid out to employees in bi-weekly installments.
b. The District agrees to annually forward to the Union by no later than August 15 of each year a copy of the payroll schedule for employees which will include the payroll periods, the check delivery dates, the number of payroll days, the gross amount of the payroll period for each salary step level, the hourly rates, the gross annual amount for each hourly category and an indication of which checks will be mailed, if any.
c. The District agrees that once the payroll schedule document is given to the Union, the check delivery dates will not be changed unless agreed to in writing by the parties.
d. The parties agree that if the end of the year check contains payment for only 5 days wages, then it will include a deduction for one-half the bi-weekly union dues regularly deducted.
e. Employees shall be paid no later than the end of the third week after the beginning of each school year and every two (2) weeks thereafter in accordance with the applicable schedule.

Section 14. Unless expressly provided otherwise, all other terms and conditions of employment in the contract between the Buffalo Board of Education and Buffalo Education Support Team will be extended to those employees hired in the classification of Teaching Assistant.

ARTICLE VI
HOLIDAYS

Section 1. Legal Holidays and Board Days

Employees shall receive regular daily compensation for all "Legal Holidays" and "Board Days" occurring during the regular school year when the attendance of teachers is not required as follows:

Columbus Day
Veterans Day
Election Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

New Year Day
Dr. Martin Luther King's Birthday
Patriots Day
Good Friday
Memorial Day

36
37
38
39
40
41
42
Section 2. Special Closings
Whenever the Superintendent orders schools closed because of severe weather conditions or for an unscheduled holiday, employees shall receive their regular pay for the day the schools are closed.

Section 3. Calendar
Employees are required to work on the same calendar as teachers for the public, private or parochial school to which they are assigned.

ARTICLE VII
SICK LEAVE

Section 1. Allowance
Employees who work at least six (6) hours a day and thirty (30) hours a week shall be credited with sick leave allowance for personal illness in the immediate family at the rate of eleven (11) days per year with full pay, cumulative to maximum of 180 days and earned at the rate of one (1) day for each month of service during the school year. Use of sick leave for family illness is limited to a maximum of ten (10) days per July 1 to June 30 year.

An employee with ten (10) or more years of service may, upon exhaustion of his sick leave time allowance with pay, apply for and be granted an additional thirty (30) days of sick time allowance with pay. A doctor's statement shall accompany the request. The additional allowance will not be granted more than once during a ten (10) year period and any unused portion of such additional leave will not be cumulative.

Section 2. Sick Leave Bank
The Board and the Union shall draw up plans for a Sick Leave Bank.

Section 3. Buy Back
Effective September 1, 1980, the Board agrees that upon retirement or death any accumulated, unused sick leave up to a maximum of 150 days can be "bought back" at a ratio of 1:3 (e.g. an employee with 180 days unused sick leave may use only 150 days at the ratio 1:3, the additional 30 days can be applied to the employee's service credit for retirement per Section 41j of the New York State Retirement Act.) In the event of death of the employee such payment shall be made to his/her estate.

ARTICLE VIII
HEALTH INSURANCE BENEFITS

Section 1. Coverage for Health Care Expenses for Employees Covered Under this Agreement Beginning November 1, 2008
Employees who work at least six (6) hours a day and thirty (30) hours a week shall be provided the hospital and medical coverage under the BEST Medical Care Plan (hereinafter BMCP) provided they continue to meet all other eligibility requirements.
New employees will receive health and medical benefits only on the first day of the month following the satisfactory completion of the paperwork verifying eligibility for health care coverage with the BMCP.

a. Eligible employees hired prior to July 1, 1985 may opt not to be covered by the BMCP. Those employees shall receive from the BMCP the sum of $40.00 per month provided they give evidence of coverage under another plan and, if married, give evidence that his or her spouse also waives BMCP coverage. An employee who opts to waive BMCP coverage shall be able to revoke such waiver only when there is a change of circumstances, which leaves the employee with no health care coverage. Employees who retire after January 1, 2004 will, upon retirement, no longer receive the $40.00 per month and must continue their present coverage until such time as there is a change in circumstances leaving the employee with no health care coverage. At that time, they may apply for enrollment in the BMCP as either an active employee or a retiree and receive health care benefits retroactive to the date the circumstances arose provided they meet all other eligibility requirements as determined by the BMCP.

b. Any employee hired after July 1, 1985 who has comparable health insurance coverage or is entitled or eligible for health insurance from any other source (this may include but is not limited to the following examples: spouse, former spouse, another employer or agency) shall not be eligible for coverage as provided for in this Article of the agreement. The BMCP reserves the right to question, investigate, and require documentation to verify an employee’s eligibility for health insurance coverage.

STANDARDS AND CONDITIONS APPLICABLE TO ARTICLE VIII (1)(b)
The following are standards and conditions for health insurance coverage as it relates to employees hired after July 1, 1985.

The word “comparable” shall mean coverage similar to the benefits provided under BEST Medical Care Plan (hereinafter BMCP). Additional riders, deductibles, and dollar amounts paid for various approved services shall not be included for the purpose of determining comparable coverage.

In the event that the spouse’s etc. plan requires an employee contribution of less than or equal to 25% of the cost of the plan, employees hired after July 1, 1985 will be ineligible for BMCP coverage.

The use of the word “agency” shall not include Medicaid. Employees eligible for Medicare will also be eligible for BMCP coverage.

Employees who are eligible or entitled to health insurance coverage through another source and are, therefore, not eligible for BMCP coverage are likewise not eligible for the waiver of coverage provision described in Article VIII(1)(a) above.

c. To qualify for retiree health insurance as set forth below, an employee must be employed by the District and must have completed at least the listed number of years of
active service with the District immediately prior to leaving employment through retirement with the New York State Employees' Retirement System (NYSERS) or the New York State Teachers' Retirement System (NYSTRS). If the employee did not join either system, then in order to qualify for such retiree health insurance, the employee must meet all the above-noted requirements except that instead of actually retiring through either system, the employee must be able to meet all the criteria for retirement with either system if the employee had joined either system, and the employee must leave employment with the District.

<table>
<thead>
<tr>
<th>Retirement Effective on or after:</th>
<th>Years of Active Service Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 1996</td>
<td>12</td>
</tr>
<tr>
<td>January 1, 2004</td>
<td>13</td>
</tr>
</tbody>
</table>

NOTE:

i. Employees hired prior to 4/1/95 who retired before 9/1/00 will be provided in retirement, without cost to themselves, (except with respect to Medicare Part B as noted elsewhere), the benefits of the health insurance program equivalent to that enjoyed by active employees in the bargaining unit.

ii. Those employees who were hired on or after 4/1/95 and who retired before 9/1/00 will receive health insurance subject to the foregoing conditions, as well as the subsequent condition. The retiree will be responsible for paying the difference between the lowest rated plan each March 1st and their plan, if any. Payment of the retiree's share of health insurance costs must be made to the District on a quarterly basis, 10 days prior to the beginning of each quarter of such coverage. Failure to make this payment on a timely basis shall result in forfeiture of the health insurance. The District will give any retiree whose coverage is subject to forfeiture hereunder, written notice (sent to the address for the employee on file in the District's records) prior to the termination of health coverage, as per past practice.

iii. Employees who retired between September 1, 2000 and December 31, 2003 (regardless of their date of hire), shall be provided, assuming they meet all eligibility requirements, with health insurance as provided by the BMCP.

d. Those retirees eligible for health insurance coverage in retirement who retired after January 1, 2004 will continue to be required to contribute the following:

<table>
<thead>
<tr>
<th>Family Coverage</th>
<th>Single Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly</td>
<td>Annual</td>
</tr>
<tr>
<td>$80</td>
<td>$320</td>
</tr>
<tr>
<td>Quarterly</td>
<td>Annual</td>
</tr>
<tr>
<td>$40</td>
<td>$160</td>
</tr>
</tbody>
</table>
Those retirees eligible for health insurance coverage in retirement who retire on or after September 1, 2008 will be required to contribute the following:

<table>
<thead>
<tr>
<th>Family Coverage</th>
<th>Single Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly</td>
<td>Quarterly</td>
</tr>
<tr>
<td>$100</td>
<td>$50</td>
</tr>
<tr>
<td>Annual</td>
<td>Annual</td>
</tr>
<tr>
<td>$400</td>
<td>$200</td>
</tr>
</tbody>
</table>

Effective 9/1/08

Payment of the retiree's share of health insurance costs must be made to the BMCP on a quarterly basis. The amount received by the BMCP will be reported to the District on a quarterly basis and will be a credit towards the amount of premium payment owed by the District. The amount of contribution will remain fixed. Only those individuals who are actually covered as an insured on the employee's health insurance at the time of retirement shall remain eligible for coverage, and only so long as the person remains eligible under the BMCP plan (i.e. neither a divorced spouse nor a new spouse will be covered).

e. Retirees approaching their 65th birthday must take Medicare Part B coverage as another condition to eligibility for the BMCP Health care coverage. This means that Medicare Part B must be in effect on or prior to the employee's actual 65th birthday or the employee will not be eligible for health care coverage in retirement provided by BMCP. Retirees must also maintain current personal information including but not limited to address, family status, etc. with the BMCP.

f. In order for employees or retirees to continue to receive health care coverage provided by the BMCP, spouses of employees or retirees who are also eligible to receive health care coverage provided by the BMCP must take Medicare Part B coverage effective on the date of or prior to the date they attain age 65 or the employee or retiree and his or her spouse will not be eligible for health care coverage provided by the BMCP unless the employee or retiree pays $100.00 per month for the remainder of the time that the employee or retiree chooses to continue health care coverage with the BMCP and provided that the spouse enrolls in Medicare Part B at the earliest possible date allowable by the Agency administering Medicare Part B.

g. Employees and retirees shall be required to respond to the satisfaction of the BMCP, to the respective insurance surveys which are listed in Appendices A-1 and A-2 and to provide any other documents requested by the BMCP in order to verify eligibility for health care coverage. Failure to do so within the time limit specified in a letter from the BMCP to the employees and retirees will result in the termination of health care until the first day of the month following the satisfactory completion of said documentation specified. Notification to the BMCP of address changes are the responsibility of the employees and retirees. Failure to do so will not be accepted as an excuse to any action deemed necessary by the BMCP.
Section 2. Who Provides Coverage for Health Care Expenses for Employees Covered Under this Agreement

a. Benefit Trust

The Union Benefit Trust (the “Trust”) which began providing benefits as of September 1, 2000 shall continue to provide benefits under the terms of this Agreement, provided that the requirements of this section and any other agreements are still met by the Union.

The Trust will satisfy the District by complying with all governmental agencies having jurisdiction over the establishment of said Trust and shall be reasonably satisfactory to the District.

Those employees who retire on or after July 1, 2000 will be provided health care expenses in retirement as determined by the Trust.

If the Trustees determine that they cannot continue the Plan, then coverage for health care insurance shall, upon reasonable notice to the District, be changed to coverage selected by the District in its discretion, but in any event not less than that coverage provided under Buffalo City Schools District Plan B. In such event, all references to “BMCP” or the “Trust” herein shall be understood to refer to the District, where appropriate in the District’s discretion, for the administration of health care benefits.

b. District Requirements

The District expects that the terms of this Trust will include, but may not be limited to, the following:

1. The Trust Agreement and any modifications or addenda thereto will be submitted to the District for the purpose of ascertaining that the purposes and operation of the Trust comply with the requirements of the Collective Bargaining Agreement.

2. The trustees shall furnish two (2) copies of the annual report of the financial operation to the District. The trustees shall make the books and records of the Trust available for inspection by the Superintendent, or his/her designee, at a reasonable time and place agreed upon by both parties; and

3. The District, upon request, will be kept informed with the names of covered employees, retirees and any changes in the Benefit Trust.

c. No Responsibility

Other than payment of the contributions specified below, the District shall have no responsibility for furnishing coverage for health care expenses to covered employees or those who retire on or after July 1, 2000.
d. District Contribution

Beginning September 2008, the amount contributed by the District to the Trust shall be based upon the cost related to providing health care benefits for employees and retirees as agreed upon and ratified by the parties as of August 27, 2008.

Section 3. Dental and Vision

Effective September 1, 2008 the District will fund the comprehensive Dental and Vision Plans at an annual cost of $525 per employee covered by this Agreement.

Effective July 1, 2009 the District will fund the comprehensive Dental and Vision Plans at an annual cost of $530 per employee covered by this Agreement.

Effective July 1, 2010 the District will fund the comprehensive Dental and Vision Plans at an annual cost of $540 per employee covered by this Agreement.

Effective July 1, 2011 the District will fund the comprehensive Dental and Vision Plans at an annual cost of $550 per employee covered by this Agreement.

Section 4. Exhausted Sick Leave Accumulation

Employees who are absent on account of illness and who have exhausted their sick leave accumulation, shall continue to maintain health care coverage provided by the BMCP for a period of nine (9) months following the exhaustion of sick leave.

Section 5. Medical and Dependent Care Spending Accounts

As soon as administratively feasible, 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.

As soon as administratively feasible, 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. Labor/Management Insurance Committee

The parties agree to create a Labor/Management committee which will discuss health insurance issues and explore ways to address escalating insurance costs. If the District creates a Joint Insurance Committee, BEST agrees in the future to accept the carrier selected by the Joint Insurance Committee. If no such Joint Insurance Committee is formed, the District may not change the insurance carrier or benefits without an agreement between the parties.

ARTICLE IX
LIFE INSURANCE

The Board will provide at no cost to the employee, a Group Life Insurance Plan which will provide the following benefits:
a) A $3,000 payment upon death of the insured.
b) An additional $3,000 if the death is accidental.
c) $1,500 upon the death of the current spouse of the insured.
d) A $1,000 payment upon the death of each dependent child from age seven (7)
days to nineteen (19).
e) A waiver of premium and conversion coverage.

ARTICLE X
RETIREMENT BENEFITS

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

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

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

ARTICLE XI
LEAVES OF ABSENCE

Any request for a leave of absence, for a legitimate reason, other than sick leave shall be submitted, in writing, by the employee to the Director of Personnel. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires and shall be submitted in advance in accordance with present personnel policy.

Any written request for a leave of absence shall be answered in writing.
Upon reinstatement following any leave of absence granted under the provisions of this Agreement, the employee shall be returned to the job title held at the time the leave of absence was granted.

ARTICLE XII
PAID LEAVES

Section 1. Jury Duty
Employees shall be granted leave with full pay any time they are required to report for jury duty service. Employees who receive their regular pay while on jury duty, shall forward their jury duty pay, less meals and parking expenses, to the Board.
Section 2. Civic Duty
Employees subpoenaed before a court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted a leave of absence with pay for the period of such required attendance.

Section 3. Personal Leave
All employees shall be granted three (3) days pro rata (in the case of any new employee who begins after the start of the school year) for urgent personal business during each school year. Personal business is defined as any business that cannot be conducted at a time not in conflict with the employee’s regular workday, an emergency over which the employee has no control which requires immediate attention and the observance of a religious obligation.

Employees are required to submit, in writing, their requests for personal leave to the Principal, such requests shall state the specific reason(s) for the leave and be submitted seventy-two (72) hours in advance of the requested leave day. The Principal and Director of Personnel retain the right to request additional information and to refuse any request. Unused personal leave shall be cumulative and shall be added to sick leave accumulation.

Section 4. Union Leave
A member of the Union elected as an official delegate to attend a function of the National Union or other subordinate body, such as convention or educational conference, shall be allowed time off, without loss of pay or time, to attend such functions. Such leave, however, shall not exceed a total of six (6) days in any fiscal year. Other leaves of absence for this purpose, shall be granted, upon the recommendation of the Superintendent, without pay.

Section 5. Death in the Family   [(5) days with pay]
Each employee who is absent from duty on account of death in his immediate family, or his spouse’s shall receive his established compensation for the period so absent, not exceeding five (5) consecutive calendar days for each such death. This bereavement leave shall be noncumulative and nonchargeable to any other leave.

The employee must attend the funeral or memorial service and shall notify the department head of his request for such leave.

The immediate family shall include the spouse, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law, grandparents, step parents, and any other relatives of the employee residing in the household of the employee.

In the event that death occurs to the employee’s aunt, uncle, niece or nephew, he shall be entitled to one (1) days absence with pay. Such excused day shall be the day of the funeral or burial service.
Section 6. Sick Leave
If an employee is absent from work by reason of illness or injury, he shall be allowed paid sick leave to the extent he has such available and thereafter he shall be allowed unpaid leave until, in the judgment of a physician, he is capable of resuming regular duties. However, no such paid leave shall in total exceed the number of paid sick leave days the employee has accumulated as of his last day of work prior to beginning the leave plus the days that may be available under Article VII, Section 1. Whenever the need for such leave, paid or unpaid, is known in advance (i.e. scheduled surgery, pregnancy, etc.) the employee shall give the District as much notice as is practicable, preferably thirty (30) days.

Section 7. Absence Due to Work Related Injury
Subsequent to the ratification of this memorandum, an employee injured in the line of duty for the District, who becomes eligible for coverage under the provisions of the Workers Compensation Law shall be entitled to receive the difference between their regular average salary and the benefits provided under the law.

The salary differential shall continue for a period of twelve (12) consecutive calendar months from the effective date of the injury as recognized by Workers' Compensation Board. Should any of the twelve (12) consecutive calendar months occur during a period(s) when school is not in session and a salary would not be paid, the differential will likewise not be paid.

Upon the expiration of the twelve (12) consecutive calendar months, the employee will be entitled only to those benefits provided by the Workers' Compensation Law.

Employees who return to work after filing an initial claim or file a subsequent claim shall be covered by the District for injuries sustained while at work for the District pursuant to and to the extent allowed by the New York State Workers Compensation Law.

ARTICLE XIII
UNPAID LEAVES

Section 1. Policy
Leaves of absence and extensions thereof for a limited period shall be granted in accordance with present Board policy.

Section 2. Union Business
Any employee elected to any Union office or selected by the Union to do work which takes them from his employment with the Board shall, at the written request of the Union, be released from service of the Board with the right to return to his position. Such absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union.
Members of the Union selected to participate in any other Union activity may be granted a release from service at the request of the Union, provided that such release will not impair, in the discretion of the Administrator, the normal regular operation of the program involved. Any such release from service shall not exceed one (1) month, but it may be renewed for a similar period at any time upon the request of the Union.

Section 3. Education Leaves
a. After completing one (1) year of service, upon approval of the Superintendent of Schools, an employee shall be granted a leave of absence for educational purposes designed to improve or upgrade the individual's skills or competence. The period of the leave of absence shall not exceed one (1) year, 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.
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 similar nature that are intended to improve or upgrade the individual's skills or competence.
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.
e. Upon return from such leave of absence for study, the employee shall furnish to the Superintendent of Schools evidence of the fulfillment of the purpose of such leave.

Section 4. Maternity
A. Upon the expiration of a maternity leave, any employee may apply for and shall be granted a leave without pay for the purpose of remaining home to care for the child. This leave shall be for one (1) year and shall be renewable to a maximum of two (2) years. In any case, where a child care leave has been granted the employee shall notify the Superintendent in writing at least one month prior to the termination of such leave of the employee's intention to return, resign or apply for an extension of leave. The Superintendent may adjust the date of the return from such leave to coincide with the interest of the pupils. Where a consecutive pregnancy occurs before the expiration of the original Child Care Leave, the employee may apply for the new Child Care Leave, as described above. Such leave shall be limited to one (1) additional consecutive application.
B. Adopted Child - A leave of absence without pay may be granted to care for an adopted child as follows: If the child is less than one (1) year old at the time of adoption, said leave shall not exceed two (2) years; otherwise such leave shall not exceed one (1) year. Upon application of the employee, an extension of such leave may be granted for a period not to exceed one (1) year. The Superintendent is authorized to adjust the date of return from such leave to coincide with the beginning of a school
term. In all cases where a leave to care for an adopted child has been granted, employees shall notify the Superintendent in writing, at least one (1) month prior to termination of such leave, of their intention to return, resign, or to apply for an extension of leave.

ARTICLE XIV
SENIORITY

Section 1. Definition
Seniority is defined as the total length of full time service as a Teacher Aide/School Aide and/or Health Care Aide and/or Teaching Assistant with the Board of Education.

Section 2. Seniority Lists
A single seniority list for all Teacher Aides/School Aides and Health Care Aides will be developed on a city wide basis.

Section 3. Separate Lists
Separate seniority lists shall also be developed for Health Care Aides and Teaching Assistants.

Section 4. Re-employment - Beginning Year
Employees recalled to duty at the beginning of each school year shall receive notice of recall. Employees who fail to notify the District of their intent to return to work within five (5) working days from the start of a new work year shall be deemed to have resigned from service.

Section 5. Re-employment - During Year
Employees recalled to duty during the year, other than the period in section 4 above, who fail to return to work within ten (10) calendar days of the date of notice of recall, shall be deemed to have resigned from service.

Section 6. Absence Without Leave
Failure to report for duty within ten (10) working days of the expiration of a leave of absence without pay or any extension thereof or failure to return to work prior to the conclusion of ten (10) working days when absent without leave, shall be deemed the equivalent of a resignation from service, provided, however, registered letters receipt requested are sent to the employee at the employee’s last known address and to the Union during the ten (10) day working period. The letter shall be sent no later than the employee’s fifth (5th) day of absence without leave and shall reproduce this Section and indicate to the employee that a failure to return within the ten (10) day period outlined in this Section constitutes termination from service.

Section 7. Layoffs
If the district determines a need to reduce its workforce, Teacher Aides/Health Care Aides will be laid off in inverse order of their seniority, in compliance with Civil Service Law and regulations. Teaching Assistants will be laid off in compliance with Education Law and regulations.
Section 8. Notice of Recall
Employees who are laid off shall be placed on a recall list and shall be recalled in the inverse order of their layoff. No new full-time employees shall be hired until all laid off employees have been recalled.

Section 9. Lateral Transfers
Part A - Voluntary: Employees may request lateral transfers to other job assignments within their job description, by written request to the Central Office Administrator responsible for the Employee Program.
Part B - Involuntary: Involuntary transfers of Health Care Aides to Teacher Aide positions will carry no reduction of pay rates for the remainder of the school year during which the involuntary transfer takes place.

ARTICLE XV
UNION ACTIVITIES ON BOARD OF EDUCATION TIME AND PREMISES

Section 1. School Representatives and Business Representatives
a. The Board of Education agrees that during working hours, on its premises, and without loss of pay, the appropriate School Representative and/or properly designated Business Representative shall be allowed to:
   - Investigate and process grievances
   - Post Union notices
   - Distribute Union literature
   - Solicit Union membership during employees' non-working time
   - Advise the Board of all safety and health hazards
   - Transmit communications, authorized by the Union or its officers, to the Board of Education or its representative
   - Consult with the Board of Education, its representative, the Union officers, or other Union representatives, concerning the enforcement of any provisions of this Agreement.

b. Representatives as referred to in this Section shall consist of one School Representative for each school, the Chapter Chairman, Vice-Chairman and Business Representative.

c. The name of the employees selected as School Representatives, and the names of other Business Representatives who may represent employees shall be certified in writing to the Board by the Union.

d. The Union and its officers recognize and agree that these privileges should not be abused.

e. The Board agrees to permit representatives of the National Union, the State Union, and the Local Union to enter the premises of the Board for individual discussion of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employee. The appropriate authorities shall be notified in advance.
f. The Unit Chairperson or designee shall be allowed up to four (4) hours a week of paid release time. Such release time shall be requested at least 24 hours in advance and permission shall not be unreasonably denied. The Union agrees this privilege shall not be abused.

Section 2. Labor Management Committee

The parties agree to the formation of a committee consisting of five (5) members of the Union and a like number from the Board. The committee will meet on a monthly basis for the purpose of discussing matters of mutual concern, including, but not limited to, feasibility of annual salary, changes in title, career ladders, etc. Arrangements for such meetings shall be made in advance and shall be held during normal working hours. Employees selected as representatives, shall suffer no loss of pay or benefits for the periods of such meeting.

ARTICLE XVI
BULLETIN BOARDS AND PONY MAIL

a. The Board agrees to furnish and maintain suitable bulletin boards in convenient places in each school to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

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

c. The Board shall furnish, in each school, a mail receptacle for the exclusive use of the Union. Such receptacle to be used for any mail addressed to the school representative.

ARTICLE XVII
PLEDGE AGAINST DISCRIMINATION AND COERCION

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

b. Work rules shall be reasonable and shall be applied and enforced in a fair and equitable manner.

c. All references to "employees" in this Agreement designates both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

d. The Board agrees to not interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Board or any Board representative against any employee because of union membership or because of any employee activity in any official capacity on behalf of the Union or for any other cause.
ARTICLE XVIII
SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure
The purpose of this grievance procedure shall be to settle equitably and informally if possible, at the lowest possible administrative level, any grievance or dispute which may arise between the parties involving the application, violation or interpretation of this Contract or established personnel policies. Such grievances and disputes shall be settled in the following manner:

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

(b) In the event that action does not result in the successful resolution of the grievance, a written grievance shall be filed immediately but in no event later than fifteen (15) days after the occurrence of the facts giving rise to the grievance, with the building administrator and the Director of Personnel. Within three (3) days following the filing of the written grievance, a meeting between the building administrator and the Director of Personnel, the employee and the employee’s representative shall be held in an attempt to resolve the grievance. In the event that the grievance is not resolved within two (2) days, a written answer to that effect shall be submitted to the employee.

Step 2. If the grievance is not settled at Step 1, the employee and his representative may within five (5) days after the answer is rendered or due at Step 1, notify the Deputy Superintendent, in writing, that he appeals the grievance stating the grounds for each appeal. Within five (5) days after receipt thereof, the Deputy Superintendent shall convene a meeting with the building administrator, the Director of Personnel, the employee and his representative, in an attempt to resolve the grievance, and a written answer shall be submitted to the employee of the results of such meeting within five (5) days after it is convened.

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

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grievance shall be transmitted to the employee and his representative within seven (7) days after the meeting.

Step 4. If the Superintendent’s answer is not satisfactory or acceptable, the employee and his representative may, within five (5) days after the answer is rendered or due, request that the matter be submitted to an impartial arbitrator selected by the Public Employment Relations Board. The arbitrator shall be requested to render his decision within thirty (30) days of receipt of the grievance 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.

The failure to take any of the action authorized at any step by 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 at that step.

Section 2. Matters Relevant to Grievance Procedure

a. The Superintendent shall provide agreed-upon grievance forms in adequate number.

b. The time limits in the Procedure may be extended by mutual agreement, in writing.

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

d. In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to Step 2 by the Union’s representative.

e. For purposes of definition, days shall not include Saturdays, Sundays or holidays.

f. Expenses for the arbitrator’s service and the proceedings shall be equally borne by the Board 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.

ARTICLE XIX
DISCIPLINARY ACTION

Any employee, covered by this Agreement, who has satisfactorily completed six (6) working months of probationary service and who may, thereafter, become subject to removal or other disciplinary action, shall be afforded a hearing before the Superintendent of Schools.

ARTICLE XX
MAINTENANCE OF BENEFITS

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

ARTICLE XXI
REVIEW OF PERSONAL HISTORY FOLDER

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

ARTICLE XXII
AGENCY FEE DEDUCTIONS

The Union reserves the right to implement agency fee deductions on July 1, 1979.

ARTICLE XXIII
PRINTING OF AGREEMENT

Copies of this Agreement shall be printed and be available for all employees covered by this Agreement. Expenses shall be borne equally by the parties.

ARTICLE XXIV
USE OF PERSONAL AUTO

If an emergency arises and it becomes necessary for an employee to transport a pupil in his/her auto, the Board will assume all liability in connection therewith. Any employee who in pursuance of assigned school duties is required to travel from one location to another and for whom an automobile is not supplied, shall be reimbursed at the rate of 35 cents per mile. Mileage reimbursement shall be made by the District monthly during the fiscal year.

ARTICLE XXV
SAVINGS CLAUSE

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

To an extent not covered by insurance, the Board will provide reimbursement for the repair or value of clothing and personal effects, including automobiles, damaged or destroyed, while parked on or in the vicinity of the school premises, during the course of or as an incident of employment provided such loss is not caused by negligence of the claimant. The Board shall be responsible in such cases only for the cost of damages in excess of $50.00. Each such claim shall be supported by a sworn affidavit by the employee attesting to the facts and to any insurance coverage.

ARTICLE XXVII
TAX-SHELTERED ANNUITY

Employees may participate in the tax-sheltered annuity program. The cost of administering the program shall be borne by the District.

ARTICLE XXVIII
RELEASE OF UNION OFFICIAL

Upon written notification, the District shall grant up to two employees a leave of absence with pay on a year-to-year basis for the purpose of serving as an officer of BEST. Upon return from such leave, the employee shall be granted increment and longevity credit for the entire period of the leave. The Buffalo Educational Support Team (BEST) shall reimburse the District on an annual basis for the individual's salary and fringe benefit costs.
ARTICLE XXIX
TERMS OF AGREEMENT

This Agreement shall be effective as of the first day of July 2004 and shall remain in full force and effect until the 30th day of June 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred fifty (150) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the termination date. The Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

IN WITNESS WHEREOF, the parties have set their hands this 27th day of August, 2008.

BUFFALO EDUCATIONAL SUPPORT TEAM

BOARD OF EDUCATION

[Signatures]

President

President

Chief Negotiator

Superintendent of Schools
TO: Members of Buffalo Educational Support Team
FROM: Buffalo Educational Support Team Medical Care Plan
RE: Health Insurance Eligibility

As you are aware, your contract with the Buffalo Board of Education states that all employees hired after July 1, 1985, are eligible for no-cost health insurance coverage under certain conditions (See Article VIII). We are required to determine your eligibility for this benefit, and you are required to provide the following information:

PLEASE CHECK ONE:

SINGLE
MARRIED DATE OF MARRIAGE
WIDOWED DATE WIDOW
DIVORCED DATE DIVORCED

Name of Spouse ________________________________ and/ or Ex-Spouse ________________________________

Name of Spouse’s Employer ________________________________ Phone ________________________________

Name of Ex-Spouse’s Employer ________________________________ Phone ________________________________

IN ADDITION TO THIS EMPLOYMENT, ARE YOU EMPLOYED ELSEWHERE?

YES ________ NO ________

If “YES”, Name of Employer ________________________________ Phone ________________________________

ARE YOU ENTITLED TO OR ELIGIBLE FOR HEALTH INSURANCE FROM ANY OTHER SOURCE (SUCH AS, BUT NOT LIMITED TO, YOUR SPOUSE OR EX-SPOUSE OR ANOTHER EMPLOYER)?

YES ________ NO ________

If “NO”, please move down to the Signature and Date at the end of this page.

If “YES”, please continue with the questions.

DOES THIS OTHER HEALTH INSURANCE PLAN REQUIRE THAT THE EMPLOYEE (OR RETIREE) CONTRIBUTE TOWARD THE COST OF IT?

YES ________ NO ________

If “YES”, amount of Monthly Employee Contribution $ __________

Total Cost of Monthly Coverage for this Insurance (Employer plus Employee Payments)

NAME OF PERSON FROM WHOM YOU ARE (OR COULD BE) RECEIVING HEALTH INSURANCE COVERAGE: ___________________________________________________________

THIS PERSON’S RELATIONSHIP TO YOU (SPOUSE, PARENT, ETC.): __________________________________________________________

AND HIS/HER SOCIAL SECURITY NUMBER: ____________________________

THIS PERSON’S HEALTH INSURANCE CARRIER: __________________________________________________________

I CERTIFY THAT THE INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT MY ELIGIBILITY FOR HEALTH INSURANCE COVERAGE MAY BE AFFECTED BY FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION ON THIS QUESTIONNAIRE.

SIGNATURE: ___________________________ DATE ___________________________

PLEASE PRINT YOUR NAME HERE: ________________________________________________
APENDIX A-2
BUFFALO EDUCATIONAL SUPPORT TEAM
MEDICAL CARE PLAN
1152 MAIN STREET, SUITE 2
BUFFALO, NEW YORK 14209
(716) 332-2378

RETIREE QUESTIONNAIRE

PLEASE PRINT

_______________________________  _______________________________  _______________________
NAME OF RETIREE                  DATE OF BIRTH                   S.S. NUMBER

_______________________________  _______________________________  _______________________
NAME OF SPOUSE                    DATE OF BIRTH                   S.S. NUMBER

ADDRESS: ________________________________


PHONE: (_____)________________________

CURRENT MARITAL STATUS AND APPROPRIATE DATE (check one):

SINGLE: _____
MARRIED: ______  DATE OF MARRIAGE: __________
VIDOWED: _____  DATE WIDOWED: __________
DIVORCED: _____  DATE DIVORCED: __________

PRIOR TO YOU AND/OR YOUR SPOUSE TURNING 65 YEARS OF AGE, YOU MUST APPLY FOR
MEDICARE PART B TO BE EFFECTIVE BY NO LATER THAN YOUR 65TH BIRTHDAY.

PLEASE SUBMIT TO THE BUFFALO EDUCATIONAL SUPPORT TEAM MEDICAL CARE PLAN (BMCP)
COPIES OF THE MEDICARE IDENTIFICATION CARD FOR YOU AND/OR YOUR SPOUSE AT:
BUFFALO EDUCATIONAL SUPPORT TEAM, MEDICAL CARE PLAN, 1152 MAIN STREET, SUITE 2,
BUFFALO, NEW YORK 14209.

IN THE FUTURE THERE IS A CHANGE IN YOUR STATUS, SUCH AS: EITHER SPOUSE BECOMING
AGE 65, THE DEATH OF A SPOUSE, OR ACQUIRING MEDICARE PART B, PLEASE CONTACT THE
BMCP OFFICE, AS SOON AS POSSIBLE IN WRITING AT THE ABOVE ADDRESS, OR AT (716) 332-

_______________________________  _______________________________
SIGNED: __________________________  DATED: __________
(RETIRED EMPLOYEE)

_______________________________  _______________________________
SIGNED: __________________________  DATED: __________
(SPOUSE)
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