TENTATIVE AGREEMENT BETWEEN THE BUFFALO CITY SCHOOL
DISTRICT/BUFFALO BOARD OF EDUCATION AND
THE BUFFALO COUNCIL
OF SUPERVISORS AND ADMINISTRATORS

TENTATIVE AGREEMENT REACHED
AUGUST 22, 2017

TENTATIVE AGREEMENT IS CONTINGENT ON THE BCSA APPROVING THE
TENTATIVE AGREEMENT, THE BUFFALO FISCAL STABILITY AUTHORITY
REVIEWING THE TENTATIVE AGREEMENT, AND THE BUFFALO BOARD OF
EDUCATION RATIFYING THE AGREEMENT.

1. Term of Agreement
July 1, 2004 – September 1, 2020

2. Salaries- Article 9
July 1, 2004-August 27, 2017- 0%
August 28, 2017- 12%
July 1, 2018- 2.5% (Plus Step)
July 1, 2019- 2.75% (Plus Step)

Active Employees at the time of ratification are eligible for the aforementioned salary
increases.

Upon ratification, BCSA Central Office Administrators with be provided with longevity
parity with building administrators.

A one-time signing bonus for active employees of BCSA. Shall be payable within 60
days of ratification, and only applies to active employees at time of ratification. Bonus is
as follows and based on BCSA years of service:

- Years of Service 2-9: $3,000
- Years of Service 10-15: $6,000
- Years of Service 16-19: $7,000
- Years of Service 20-21: $8,000
- Years of Service 22-26: $9,000
- Years of Service 27+: $10,000

3. Health Insurance- Article 11 (Active Employees)

A. Effective September 1, 2017, all active administrators shall have the choice of receiving
the Enhanced and/or Base plan of benefits from a single carrier with a contribution of 7% of
premium cost in 2017-2018, 8% of premium cost effective July 1, 2018, and 9% of
premium cost effective July 1, 2019. (District pays the remainder toward premium cost) to be deducted prior to taxes in each bi-weekly pay. In the event a new agreement is not reached prior to the expiration of the agreement, premium contributions will be frozen at the dollar amount in effect as of September 1, 2020.

B. Upon ratification of agreement, all new (administrators not previously in the bargaining unit) administrators shall have the choice of receiving the Enhanced and/or Base plan of benefits from a single carrier with a contribution of 11.5% of premium cost in 2017-2018, 13% of the premium cost effective July 1, 2018, and 15% of the premium cost effective July 1, 2019. (District pays the remainder toward premium cost) to be deducted prior to taxes in each bi-weekly pay. In the event a new agreement is not reached prior to the expiration of the agreement, premium contributions will be frozen at the dollar amount in effect as of September 1, 2020.

C. Cosmetic Surgery rider is eliminated as of October 31, 2017.

D. All administrators must enroll every year in their preferred health care plan. It is the obligation of the employee to advise the BPS’s Benefits Section of any changes in family status that impacts the BPS’s cost of health insurance within thirty days of a life event, e.g. divorce, death or dependent’s loss of eligibility.

E. The BCSA agrees to participate in a District insurance committee which will review and consider all aspects of health insurance including but not limited to the plan of benefits, usage, and costs of health insurance. The BCSA shall have a seat on the selection committee if an RFP for health insurance provider is contemplated by the District.

F. The District shall notify employees on or about November 1 of each year the start of the open enrollment period. Open enrollment period will remain the same except for the implementation of the terms herein for the Base POS Plan and the Enhanced Plan.

G. Where a husband and wife are eligible for coverage for health care expenses, through employment with the Board of Education of the City of Buffalo, only one spouse may be enrolled and then only for “family” coverage.

H. The District retains the right to add additional providers of health care coverage during the life of the agreement but not reduce benefits.

I. BCSA to drop all litigation/arbitration associated with the District’s change to a single carrier. The District shall be permitted to use a single carrier.

Health Care (Retirees)

A. Those who retire on or before July 1, 2019 will maintain the same health care as they did as active employees paying the contribution rates offered in the current 2001-2004 contract for life. Employees that retire prior to this date are still be required to enroll in Medicare Advantage at age 65.
B. Administrators that meet the rule of 85 (age + years of service) will, upon retirement, maintain the same health care as they did as active employees and pay the contribution rates outlined in the current 2001-2004 contract for life. Eligibility for the “Rule of 85” will be determined on the date of ratification only (An employee cannot become eligible after ratification). Employees that retire under this provision will still be required to enroll in Medicare Advantage at age 65.

C. Members that retire after July 1, 2019 shall contribute the same percentage toward the health insurance premium in retirement as they did as active employees and receive the same benefits they received as active employees until they are eligible for the Medicare Advantage Plan. The retiree’s contribution amounts under this provision will not increase by more than 6% from the prior year.

D. The District will provide and retirees must enroll in the Forever Blue Medicare Plan (In or Out of Area.) In the instance where a retiree has family coverage and reaches the age of Medicare eligibility, or when a dependent of a 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 the Section above and the retiree will be responsible for the annual payments as set forth above. Retirees and their family members that enroll in Forever Blue Medicare Advantage are responsible for paying the percentage premium toward health insurance as set forth above.

E. 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 work days of a life event, e.g. divorce, death or dependent’s loss of eligibility.

F. 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.

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

4. Supplemental Benefits- Article 11(J)

July 1, 2017- $650 (Difference to be paid within 60 days of ratification)
July 1, 2018- $675
July 1, 2019-$700

BCSA agrees to provide the District with relevant information, including audits of the supplemental benefits plan, regarding its supplemental benefit plans upon request.
5. Overtime Costs- Article 11(L)

(a) Adding to the existing language of Article 11 Section L to read as follows:

The regular work day for building administrators shall include the regular school day, which now includes the additional 25 minutes agreed to in the teachers' contract.

The standard work day for current central office administrators shall be 8AM-4PM. However, for newly posted BCSA central office positions in the Department of Parent and Family Engagement, After School (ELT), Athletics, Placement, Adult Ed, and Home Instruction, the District shall have the discretion to establish standard hours for central office positions as an eight hour day starting no earlier than 7:30AM and ending no later than 5:30PM. The standard hours for these positions shall be clearly indicated in the posting for the vacant position.

When it is necessary to convert administrative salaries to an hourly basis, the rate shall be: the current hourly rate increased by the percentages agreed upon above. Overtime will be paid when work is directed beyond standard work hours as outlined above.

6. Vacation/Recess Time- Article 11(N)

All administrators shall receive 20 vacation days plus Christmas, Winter and Spring recesses, in the event they occur, (Assistant Superintendent will still be required to work the Christmas, Winter and Spring recesses and will receive 24 vacation days).
Administrators shall have the ability to sell back up to 5 vacation days at the daily rate and rollover up to 5 vacation days. The sellback and rollover provision will replace Article 11(P) of the Contract.

The parties agree to the elimination of summer hours.

All BCSA members will not be required to work on legal holidays and board holidays.

7. Grievance Procedure- Article 14

The parties will continue to utilize the arbitration selection process outlined in Article (D)(2) of the 2001-2004 contract. The list of arbitrators listed in the 2001-2004 contract will be replaced. Within 30 days of the ratification of the Contract, the District and BCSA will each submit five arbitrator names to be inserted into the Contract.
8. Termination Compensation- Article 17

(Pay for accumulated sick days)

a. Change formula for sick days sell back from 1/200 to 1/240 of salary. The remainder of the formula shall remain the same.
b. Increase sick leave accumulation from 220 days to 250 days. Sick day sell back will still be capped at 220 days.
c. Administrators must give notice of retirement and/or resignation of at least 90 days in order to be eligible for termination compensation. An exception to this notice requirement will be granted in extraordinary circumstances. In the event that the employee does not provide 90 days’ notice and initiates an appeal to the Associate Superintendent of Human Resources, a committee of two members from BCSA and two members from the District will meet to make a recommendation to the Superintendent. The Superintendent will review the recommendation and make a final decision.

9. Workers Compensation- Article 23

a. For injuries that occur after ratification, reduce period of regular pay from 5 years to 4 years for injuries resulting from an assault.
b. For injuries that occur after ratification, for all other work related injuries or illness (injuries not resulting from an assault), reduce period of regular pay from 2 years to 1 year.
c. The parties agree to establish a Building and Facilities Safety Committee to ensure the physical safety of BCSA members. Said Committee shall meet bi-annually.

10. Performance Compensation Committee

The district and the BCSA will form a committee to discuss and consider to performance based compensation model for all schools as well as central office administrators. The committee will review the development of performance indicators tied to key student achievement metrics. The committee will meet on a quarterly basis. This committee will also review other administrative conditions and concerns.

11. All other terms and conditions in the 2001-2004 collective bargaining agreement not modified above will remain unchanged.

[Signatures]

Nathaniel Kuzma  
Chief Negotiator  
Date: 8-22-17

Crystal Barton  
President, BCSA  
Date: 8-22-17