

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO**

**AND**

**SUBSTITUTES UNITED/BUFFALO-NYSUT**

**July1, 2025 to June 30, 2028**

## Table of Contents

<b>I. PARTIES AND RECOGNITION:</b> .....	<b>1</b>
<b>A. PARTIES:</b> .....	<b>1</b>
<b>B. MANAGEMENT RIGHTS:</b> .....	<b>1</b>
<b>C. RECOGNITION:</b> .....	<b>1</b>
<b>D. MEMBERSHIP DUES:</b> .....	<b>2</b>
<b>E. EXCHANGE OF INFORMATION:</b> .....	<b>2</b>
<b>F. DEFINITIONS:</b> .....	<b>3</b>
<b>A. “District”</b> .....	<b>3</b>
<b>B. “Board”</b> .....	<b>3</b>
<b>C. “Superintendent”</b> .....	<b>3</b>
<b>D. “Employee”</b> .....	<b>3</b>
<b>E. “Party”</b> .....	<b>3</b>
<b>F. “Parties”</b> .....	<b>3</b>
<b>G. “Agreement”</b> .....	<b>3</b>
<b>H. “Amendment”</b> .....	<b>3</b>
<b>I. “Execution Date”</b> .....	<b>4</b>
<b>J. “Negotiating Unit”</b> .....	<b>4</b>
<b>K. “Fiscal Year”</b> .....	<b>4</b>
<b>L. “School Day”</b> .....	<b>4</b>
<b>G. COMPENSATION</b> .....	<b>4</b>
<b>H. A. Per Diem Rates:</b> .....	<b>4</b>
<b>B. Retired Buffalo Teachers</b> .....	<b>5</b>

C. Prorated Pay .....	6
D. Weather or Other Emergency: .....	6
E. Incentive Bonus .....	6
F. Direct Deposit .....	6
<b>IV. HEALTH INSURANCE BENEFITS .....</b>	<b>6</b>
Available Plans .....	6
1. Plan A: Enhanced Blue Cross Blue Shield Traditional Blue Plan .....	7
2. Plan B: Blue Cross Blue Shield Community blue POS 204 Plus Plan .....	7
<b>V WORKING CONDITIONS .....</b>	<b>7</b>
A. General: .....	7
B. Assignments: .....	8
C. Minimum Work Days Required .....	8
D. Current Contact Information: .....	9
E. Reimbursement for Travel: .....	9
F. Worker's Compensation: .....	10
<b>VI. DUE PROCESS RIGHTS: .....</b>	<b>10</b>
<b>VII. PERSONNEL FILES: .....</b>	<b>12</b>
<b>VIII. GRIEVANCE PROCEDURE: .....</b>	<b>12</b>
<b>IX. ARBITRATION: .....</b>	<b>14</b>
<b>X. NEGOTIATIONS: .....</b>	<b>15</b>
<b>XI. ORIENTATION AND PROFESSIONAL DEVELOPMENT: .....</b>	<b>15</b>

**A. Orientation: .....15**

**B. Professional Development: .....16**

**C. Professional development Committee: .....16**

**XII. INTERPRETATION AND LEGAL EFFECT: .....16**

**XIII. DURATION: .....17**

**XIV. APPENDICES: .....18**

**APPENDIX A: Grievance Form.....18**

**Appendix B-1 through B-2: Health Insurance Plans.....18**

## **I. PARTIES AND RECOGNITION**

### **A. PARTIES:**

The New York State Public Employment Relations Board (in Case No. C-3099, 1986) (i) certified Substitutes United/Buffalo/NYSUT (hereinafter referred to as the “Association”) 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 (hereinafter referred to as the “District”) in the following unit:

Included: All persons employed as substitute teachers by the Buffalo City School District.

Excluded: All persons employed by the District in a capacity other than per diem substitute teachers.

and (ii) ordered the District to negotiate collectively and enter into a written agreement with the Association with regard to terms and conditions of employment and to negotiate collectively with the Association in determination of and administration of grievances.

### **B. Management Rights:**

Except as otherwise provided in this Agreement, the District retains all of the powers, rights, authorities, and prerogatives conferred upon it by the laws of the State of New York including the exclusive right to plan, direct, and control its operations and property and carry out the ordinary and customary functions of management.

### **C Recognition:**

The Board recognizes the Association as the sole and exclusive representative for the purpose of collective negotiations and the administration of grievances of the employees of the District in the employer-employee negotiating unit described above.

D. MEMBERSHIP DUES:

Association SUB membership dues will be deducted from the wages of bargaining unit employees in accordance with a list provided by SUB of all bargaining unit employees who have authorized dues and/or other deductions. SUB will maintain the authorization records and will provide copies to the District. The authorization must be delivered to the District's payroll office no later than the tenth consecutive calendar day prior to the first day of the payroll period during which the deduction is made. Any increases will become effective with the first pay period of the school year.

The District will transmit to SUB the total amount of dues deducted from the wages of all bargaining unit employees within two (2) weeks after the pay day on which the deductions are made, accompanied by a listing identifying the employees and the amount for whom deductions are being paid. The District will continue making deductions in accordance with the list provided by SUB of all bargaining unit employees who authorized dues and/or other deductions until such time as SUB notifies the District that it has received valid revocation of such authorization. The District will promptly notify SUB in the event it is notified that a bargaining unit employee wishes to revoke authorization for dues deduction and will refer the employee to the SUB president or designee.

SUB will indemnify, defend, and save the District harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the District pursuant to the provisions of this Section.

E. EXCHANGE OF INFORMATION:

The Association will provide the District with a list of its officers and the names

of its negotiation representatives prior to the initial negotiation meeting. The District shall provide the Association's negotiation representatives, upon request, any materials and information constituting the public records of the District, including a copy of the District's administrative regulations and amendments thereto and the minutes of any regular Board meeting at which the negotiations or final agreement are in any way discussed.

The Buffalo Board of Education encourages the Association to become involved in matters concerning the school district. Involvement of the parties is essential and fundamental to strengthen the bond that exists between the District and its employees.

To this goal, the District and the Association endorse an employee involvement forum whereby representatives of the Association interact with various representatives of the District to discuss issues of mutual concern except those issues which are subject to collective negotiations.

## **II. DEFINITIONS:**

- A. "District" means the City School District of the City of Buffalo and applies to all persons and bodies authorized to act as the employer.
- 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 School" means the person appointed by the Board to serve on a regular or action basis as the chief administrator.
- D. "Employee" means a substitute teacher included in this unit set forth in the Preamble to this Agreement.
- E. "Party" means the District or the Association.
- F. "Parties" means the District and the Association.

- G. "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- H. "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
- I. "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 signed this Agreement or, if the parties sign on different dates, then the latest date on which the party signs.
- J. "Negotiating Unit" means the per diem substitutes represented by the Association pursuant to the definition contained in the Preamble.
- K. "Fiscal Year" means the period which begins at 12:01 a.m. July 1<sup>st</sup> of each year and ends at midnight on the next following June 30<sup>th</sup>.
- L. "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 emergencies or other reasons).

**III. COMPENSATION:**

A. Per Diem Rates:

Effective July 1, 2025, per diem rates are as follows:

Days of Service	Bachelor's Degree	Certified Teacher
1-160	\$132.08	\$136.24
161-320	\$143.52	\$147.68
321-500	\$154.96	\$159.12
501 or more	\$166.40	\$170.56

Effective July 1, 2026, per diem rates are as follows:

Days of Service	Bachelor's Degree	Certified Teacher
1-160	\$137.36	\$141.69
161-320	\$149.26	\$153.59
321-500	\$161.16	\$165.48
500 or more	\$173.06	\$177.38

Effective July 1, 2027, per diem rates are as follows:

Days of Service	Bachelor's Degree	Certified Teacher
1-160	\$142.85	\$147.36
161-320	\$155.23	\$159.73
320-500	\$167.61	\$172.10
500 or more	\$179.98	\$184.48

Substitute teachers hired with less than a Bachelor's Degree but who are working toward certification in accordance with NYSED regulations will be paid a per diem rate as follows:

Effective July 1, 2025 – \$114.04

Effective July 1, 2026 - \$118.56

Effective July 1, 2027 - \$123.30

B. Retired Buffalo Teachers: Teachers who retire from the Buffalo School District and become substitute teachers covered by the provision of this collective bargaining agreement will start at the top rate (501 or more days of service) for a

certified teacher provided they are certified at the time of appointment and maintain their certification. In the event they fail to maintain their certification, they will revert to the top rate for a substitute teacher with a Bachelor's Degree.

- C. Prorated Pay: If an employee works less than one full day (i.e., 4 hours and 30 minutes), their pay for that day shall be prorated in the same proportion as the time worked bears to such a full day.
- D. Weather or Other Emergency: If an employee has accepted a substitute position in the substitute management system at least five (5) days prior to the District officially closing school due to weather or other emergency, the employee will receive their full pay for that day.
- E. Incentive Bonus: Effective November 17, 2021, substitute teachers who substitute teach for 50 days within a semester (September through January or February through June, with specific dates defined on the District's official school calendar) will be compensated with a \$1,000.00 incentive bonus for the semester. The incentive bonus will be paid in the last payroll period of the semester.
- F. Direct Deposit: The District agrees to provide substitute teachers with the option of participating in a direct deposit banking program consistent with District policy. In instances where members do not have bank accounts, an alternate method shall be provided by the District.

#### **IV. HEALTH INSURANCE BENEFITS:**

**Available Plans:** the District agrees to provide substitute teachers covered by this Agreement with the option of participating in the following District health insurance plans:

1. Plan A: Enhanced Blue Cross Blue Shield Traditional Blue Plan: The District will maintain a group membership in the Blue Cross Blue Shield Enhanced Traditional Blue Health Insurance Plan. A Summary of Benefits for the Enhanced Traditional Blue Health Insurance Plan is attached as Appendix B-1.
2. Plan B: Blue Cross Blue Shield Community Blue POS 204 Plus Plan: The District will maintain a group membership in the Blue Cross Blue Shield Community Blue POS 204 Plus Health Insurance Plan. A Summary of Benefits for the Community Blue POS 204 Plus Health Insurance Plan is attached as Appendix B-2.

The employee is required to pay the entire monthly premium for the selected plan to the District not later than the 15<sup>th</sup> of the month for which the employee desires to be covered. If premium rates are increased during the fiscal year, the employee will pay the District the additional premium for the balance of the fiscal year not later than the tenth working day after the District sends to the employee written notice of the premium increase.

## **V. WORKING CONDITIONS**

A. General: Substitute teachers will at all times be treated with the dignity and respect they are due as professional educators and the District will make every effort to ensure that other District staff and students comply with this requirement.

Upon arrival the first day a substitute teacher works in a given school, he shall receive from the Principal or their designee an instruction sheet which outlines the operating procedures in the building.

The District will use its best efforts to provide substitute teachers with access to keys to their classrooms and faculty restrooms as well as a secure area to store their personal belongings. If the secure area provided is a locker, the substitute teacher will be responsible to bring their own lock to secure their personal belongings in the locker. If it is necessary for the substitute teacher to access their classroom keys during the day, they will be responsible to return those keys to the building administrator or other designated secure locations by the end of the school day. Only the first three (3) steps of the grievance procedure may be utilized by a substitute teacher and/or SUB to address issues involving access to classroom keys, faculty restrooms, and a secure area to store personal belongings.

Substitute teachers will also be provided with access to computers and other classroom technology necessary and required by the District to complete their assignment. Training in the use of such technology will be provided to the extent necessary.

The Parties recognize that a substitute teacher's job is dependent on being provided adequate plans and materials. Therefore, every effort will be made to provide the following:

- Lesson plans for the day
- Seating charts for each class and/or a class list
- Access to keys for rooms the substitute must use, if necessary
- Any other appropriate materials for the day, to be returned to the main office before leaving the building at the end of the day.

The District will provide an area available in each building for a mail drop for interoffice mail for Substitutes United.

B. Assignments: Substitute teachers will be assigned according to the assignment they accepted on the District's substitute management system or to a suitable alternative assignment. Commencing with the 2017-2018 school year, a substitute teacher's full-day assignment will be consistent with that of a regular teacher's full-day assignment of up to 7 hours and 15 minutes, including preparation and lunch periods.

A substitute teacher will not cancel an assignment after 5 a.m. the morning of the assignment except where the need to cancel is due to unforeseen circumstances (i.e., sickness, family emergency, transportation problems, etc.). Where the need to cancel is unforeseeable, the substitute teacher will give as much notice as possible. If a substitute teacher cancels an assignment after 5 a.m. the morning of the assignment, the substitute teacher will be precluded from accepting another assignment for that day.

C. Minimum Work Days Required: Substitute teachers must work a minimum of twenty (20) days in a school year in order to maintain their status as a substitute teacher for the District. Failure to accept a minimum of twenty (20) days of work with the District by the end of the school year will be considered a resignation by the substitute teacher. Employees will receive credit for Superintendent's Conference days which they work and any day where the individual is scheduled to work or has accepted an assignment which is canceled due to weather or other event beyond the control of the parties.

The District will give notice by April 1<sup>st</sup> of each year to any substitute teacher who has not yet met this 20 day requirement for that year. The District will also provide notice of this requirement to all newly hired substitute teachers and the 20 day requirement will be prorated for the year in which the substitute teacher is hired.

The District will notify the Association by July 30<sup>th</sup> of each year of any substitute teachers who have not met this 20 day requirement.

The President and Vice President of the Association will be exempt from the 20 day minimum work day requirement.

D. Current Contact Information: Substitute teachers are required to keep a current address and phone number on the District's substitute management system. Address and phone number changes must be made within 20 calendar days. Failure to meet this requirement will assume the resignation of the substitute teacher unless mitigating circumstances exist.

E. Reimbursement for Travel: If an employee's assignment requires the employee to travel between two District schools in the same day for the purpose of giving instruction at each school (as distinct from attending meetings or other purposes), the employee shall be reimbursed by the district at the rate per mile then allowed by the Internal Revenue Service for business deductions for each mile traveled between the two schools (as distinct from miles to the first school and from the second schools).

F. Workers' Compensation: Employees 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.

## **VI. DUE PROCESS RIGHTS:**

A. Progressive discipline will be followed unless the offense is severe enough to warrant immediate suspension. Severe offenses warranting immediate suspension are limited to actions which constitute the commission of a crime or which pose a risk of serious physical harm to another person or constitute gross misconduct/gross insubordination.

Such suspensions shall be without pay, but if any investigation and determination on the allegation is not concluded within fifteen (15) work days of the employee being placed on unpaid leave, the leave will convert to paid leave until such time as the investigation and determination has been concluded, unless the investigation entails potential criminal conduct and the Buffalo Police Department is investigating the alleged conduct. In those cases, the unpaid leave shall continue until the police investigation is complete.

Any pay due under this Section A pending a hearing will be determined based upon the average number of days worked by the substitute teacher during the previous school year. If it is the substitute teacher's first year working for the District, the average number of days worked in that school year will be utilized. These paid days will be counted towards the incentive bonus requirement in Article III, Section F.

- B. When an employee with less than 5 years of employment with the District is recommended for termination pursuant to Section A, their termination hearing shall take place with the Associate Superintendent of Human Resources or his/her designee within 15 days of the date on which the termination recommendation was made.
- C. When an employee with 5 or more years of employment with the District is recommended for termination pursuant to Section A, their termination hearing shall take place with the Superintendent or their designee within 15 days of the date of which the termination recommendation was made.
- D. Progressive discipline means that employees shall be warned verbally and again in writing before being suspended for the same or a substantially similar offense. The District holds full and complete discretion in determining whether an offense is

substantially similar. The District, in providing a written warning, must notify the employee that it has determined that the offense is substantially similar and the reasons why it has reached that determination. An employee may utilize the first three steps of the grievance procedure if he feels a subsequent offense is not substantially similar. Such suspensions shall last no more than ten working days.

- E. Employees that are terminated as a result of violating a last chance agreement waive any right to arbitration, a Section 75 hearing, and/or any other additional recourse.
- F. Employees may not be terminated for an offense unless they first were warned verbally and then in writing and suspended for the same or a substantially similar offense except with such severe offenses as are listed above in paragraph A.
- G. In imposing progressive discipline, prior infractions which occurred more than two years prior to the current charge will not be taken into account provided that the employee has not been disciplined for the same or a substantially similar offense within two years.
- H. All employees will be entitled to a union representative of their choice at any meeting or hearing which may result in discipline being imposed on an employee. The employee and Association shall be notified of the potential for discipline. The employee shall have the right to file a written response to any matter placed in the employee's official personnel file.

## **VII. PERSONNEL FILES:**

The employee will be notified by the Building Administrator of any difficulty or complaint that is forwarded to the Human Resources Department to be placed in the employee's personnel file and shall have the right to request a meeting with the Building Administrator to discuss such

matter. The employee will have the right to file a written response to any matter placed in their personnel file.

An employee shall be entitled to review their personnel file which is retained by Human Resources. The review shall take place on the employee's own time and by appointment which is mutually convenient for the employee and the District. The employee will be required to present identification before receiving their file.

Should an employee desire to make a written statement about any of the contents of their file, he shall be permitted to do so. Such statement shall be acknowledged as received by a District representative and attached to the document in the employee's file.

Excluded from the employee's review shall be all pre-employment information supplied at the request of the Administration for the purpose of obtaining employment or promotion or information provided to the District from an outside source which has been requested to be kept confidential.

#### **VIII. GRIEVANCE PROCEDURE:**

A grievance is an alleged violation of this Agreement. A grievance may be filed by an employee or by the Association on behalf of an employee or group of employees. The grievance will identify the provision or provisions of the agreement allegedly violated. Grievances will be processed as follows except that class action grievances filed by the Association will be presented directly at Step 2 of this procedure:

Step 1. Before submitting a written grievance, the grievant must discuss the subject matter of the possible grievance with his Building Principal. If the discussion does not resolve the matter, then the grievant may submit a written grievance on the grievance form (attached as

Appendix A) to his immediate supervisor not later than ten (10) working days after the occurrence of the alleged violation.

Within five (5) working days after the written grievance is submitted to the Building Principal, the Building Principal shall hold a meeting with the grievant to discuss the matter. Others having knowledge of the matter shall also meet with the Building Principal, if he so requests. The Building Principal shall respond, in writing within five (5) working days of the close of the meeting. If the grievance is not submitted in accordance with the time requirements of this section, the grievance is barred.

Step 2. If the grievant is not satisfied with the Building Principal's answer (or if the Building Principal fails to answer within the time requirements) the grievant may appeal the grievance to the Associate Superintendent of Human Resources or their designee within ten (10) working days from the date of the supervisor's written answer. If no appeal is submitted within the time requirements for appeal, the grievance shall be barred and the answer deemed to have settled the grievance. No later than five (5) working days after the appeal is received, the parties, shall have scheduled a date for a hearing between the grievant, the Association Representative, and others having knowledge of the matter. A written answer shall be provided within five (5) working days after the conclusion of the hearing.

Step 3. If the grievant is not satisfied with the Association Superintendent of Human Resources' answer (or if the Associate Superintendent of Human Resources fails to answer within the time requirements) the grievant may appeal the grievance to the Superintendent of Schools or their designee within ten (10) working days from the date of the Association Superintendent of Human Resources' answer. If no appeal is submitted within the time requirements for appeal, the grievance shall be barred and the answer deemed to have settled the

grievance. No later than five (5) working days after the appeal is received, the parties shall have scheduled a date for a hearing between the Superintendent and/or their designees, the grievant, and an Association Representative. A written answer shall be provided within five (5) working days after the conclusion of the hearing. If the grievant is not satisfied with the answer, the Association has ten (10) working days after the date of the Superintendent's answer to appeal the grievance to arbitration.

#### **IX. ARBITRATION:**

The Association, on behalf of the grievant, may appeal to arbitration, within the time limits cited in the prior step, by sending a demand for arbitration to the New York State Public Employment Relations Board ("PERB"), with a copy to the Superintendent's office. The demand shall request the PERB send each party a list of arbitrators competent to hear and decide the grievance.

The selection of the arbitrator and the arbitration proceeding shall be conducted in accordance with Labor Arbitration Rules of the PERB and provisions of Article 75 of the N.Y.S. Civil Practice Law and Rules.

The arbitrator is hereby empowered to hear and decide the grievance as alleged in accordance with the evidence presented to them. Their decision will be final and binding on the parties and the employees.

If, pursuant to their power under this Agreement, the arbitrator sustains the grievance as alleged, their award may include a remedy which is appropriate to correct the violation determined to have occurred, but that remedy may not require the performance of any act with is contrary to law, or which the District has no power to do, or which conflict with any of the

provisions of this Agreement. The arbitrator shall have no power or authority, expressly or by implication, to alter, add to, subtract from, or modify any provision of this Agreement or to substitute their judgement or discretion for that of the District in matters which this Agreement leaves to the District's judgement or discretion

The parties shall share equally in the costs of the Arbitrator.

#### **X. NEGOTIATIONS:**

The parties agree to structure their collective negotiations and resolution of disputes in the course of collective negotiations in a manner consistent with the provisions of the Public Employee's Fair Employment Act Article 14 of the Civil Service Law.

Negotiations will be conducted during normal school hours, unless the needs of the . Association at their regular per diem rate for each negotiation session with the District.

Any proposed agreement will take effect only after the Board and the members of the Association have respectively ratified said agreement.

#### **XI. ORIENTATION AND PROFESSIONAL DEVELOPMENT:**

- A. Orientation: All newly hired employees may be required to attend a one-day District-wide orientation session. Attendance at this District-wide orientation session will be unpaid. The District will give the Association reasonable notice of not less than one (1) week for orientation sessions and Association Representatives will have the right to attend these sessions, make a brief presentation, and distribute Association related materials.

- B. Professional Development: Substitute teachers may be required to attend District-wide professional development days. Substitute teachers will be given ten (10) days' notice of professional development days. Substitute teachers will be paid in accordance with the terms of this contract for attendance at professional development days that they are required to attend. The Association will be afforded an opportunity to address the substitute teachers and to distribute Association related materials provided the materials are provided by the Association to the District at least three (3) days prior to the professional development day and have been reviewed and approved by the District.
- C. Professional Development Committee: A Committee composed of no more than six (6) members, three (3) of whom shall be selected by the Association and three (3) of whom shall be appointed by the Superintendent, is hereby established to review the issue of professional development for substitute teachers and make recommendations to the Association and the Superintendent.
- D. Committee to Discuss Creation of "Building Substitutes": The parties agree to form a joint committee to explore the possibility of creating "Building Substitute" positions which may have different terms and conditions of employment than per diem substitutes.

## **XII. INTERPRETATION AND LEGAL EFFECT:**

Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

- A. A word used in the singular number applies also in the plural.
- B. Each provision in this Agreement is severable from every other provision.

- C. Language in this Agreement is to be construed as strictly against one party as against the other. It is immaterial which party suggested it.
- D. Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
- E. Giving notice to the District means giving notice in writing to the Superintendent by delivering it to them in person (in which case they shall sign a receipt therefore) or by sending it to them by registered or certified mail addressed to them at Buffalo Public School System, City Hall, Buffalo, New York 14202.
- F. Giving notice to the Association means giving notice in writing to the President of the Association by delivering it to them in person (in which case they will sign a receipt therefore) or sending it to them by registered or certified mail addressed to the Association's address as shown on the books of the District.

### **XIII. DURATION:**

- A. Terms of Agreement: Unless otherwise provided herein, each provision of this Agreement will be effective from July 1, 2025 to June 30, 2028 and will continue in effect thereafter unless and until modified by subsequent written agreement between the parties. If either party desires to negotiate a successor to this Agreement, it will give notice to the other party at least sixty (60) days prior to the expiration of the date of this Agreement. Negotiations for a successor agreement will commence within a reasonable period of time after such notice is given as provided for in this Section.
- B. No provision of this Agreement may be deleted, waived, or changed, and no provision may be added to this Agreement by any means other than a written dated amendment signed by authorized representatives of each party.

- C. In addition, the parties agree to meet and negotiate in the event that funds, earmarked for the specific purpose of affecting wages of substitute teachers, become available from an outside agency.
- D. This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the execution date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is dated on or after such execution date and is signed by a duly authorized representative of each party. Any contracts with individuals represented by the Association shall be made expressly subject to the terms of this contract.
- E. No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- F. Any provision of this Agreement which cites a law, rule, or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule, or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule, or regulation shall control.

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.

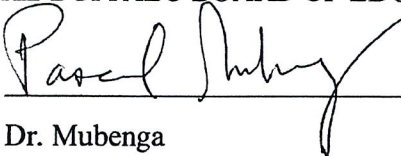
**XIV. APPENDICES:**

APPENDIX A: Grievance Form

APPENDIX B-1 through B-2: Health Insurance Plans

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below on the dates indicated.

FOR THE BUFFALO BOARD OF EDUCATION

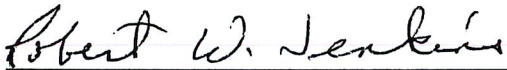
By   
Dr. Mubenga  
Superintendent of Schools

Dated 03/05/26

By \_\_\_\_\_

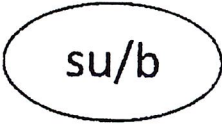
Dated \_\_\_\_\_

FOR SUBSTITUTES UNITED/BUFFALO

By   
Robert Jenkins  
President, Substitutes United/Buffalo

Dated 2/26/24

**APPENDIX A**  
**(Grievance Form)**



Substitutes United/Buffalo  
P.O. Box 330  
Buffalo, NY 14205

**SUBSTITUTES UNITED BUFFALO**  
(Affiliated with NYSUT)  
**GRIEVANCE FORM**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name of School: \_\_\_\_\_

Date(s) of Assignment: \_\_\_\_\_

Date filed: \_\_\_\_\_

Alleged Violation(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

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**APPENDIX B-1**  
**(Enhanced BCBS Plan)**

**APPENDIX B-1**

<b>Surgeon/Anesthesiologist Fees (Inpatient/Outpatient)</b>	Covered. Participating doctors accept payment as payment in full.
<b>Doctor's Fees for Maternity Care</b>	Covered. Participating doctors accept payment as payment in full.
<b>Cosmetic Surgery</b>	Elective Cosmetic surgery is not covered. We will, however, provide coverage for services in connection with reconstructive surgery per BCBSWNY medical guidelines.
<b>Doctor's Hospital Visits</b>	Covered for 365 daily visits. Participating doctors accept payment as payment in full. Further visits covered by Major Medical*. (*See Major Medical below)
<b>In-Hospital Consultations</b>	Covered. Two per admission. Participating doctors accept payment as payment in full. Further consultations may be approved or will be covered by Major Medical.* (*See Major Medical below)
<b>Emergency Services</b>	Hospital charges covered in full. Surgical procedures and related services covered. Covered in full up to \$100 per calendar year, with additional benefits under Major Medical. (*See Major Medical below)
<b>Urgent Care Center</b>	Covered. Participating doctors accept payment as payment in full.
<b>Well Child Care</b>	Initial newborn exam and the first 6 well child visits covered for the baby's first year, when using a participating provider. Additional visits covered through age 19.
<b>Diabetic Supplies</b>	Insulin, oral agents, equipment, and supplies covered after deductible and 20% co-payment. For Major Medical type riders with a separate prescription drug card, member may either pay prescription drug co-payment or Major Medical co-payment after deductible, whichever is less.
<b>Outpatient X-Ray</b>	Covered. Participating doctors accept payment as payment in full.
<b>Outpatient Laboratory and Pathology</b>	Covered. Participating doctors accept payment as payment in full.
<b>Alcohol &amp; Substance Abuse Inpatient</b>	Detoxification is covered in full. Rehabilitation is not covered.
<b>Alcohol &amp; Substance Abuse Outpatient</b>	Covered for up to 60 outpatient visits per calendar year. Participating doctors accept payment as payment in full.
<b>Ambulance</b>	Covered in full when medically necessary.
<b>Services Without a Referral</b>	Not applicable.
<b>Hospital Room &amp; Board, Services &amp; Supplies</b>	Covered in full - 365 days by basic hospital coverage. Further benefits covered by Major Medical (semi-private room allowance).

**APPENDIX B-1**

<b>Out-of-Area Hospital Elective Admissions</b>	Covered the same as in-area (all BCBSWNY hospitals accept payment as payment in full).
<b>Skilled Nursing Facility</b>	365 days for skilled level of care by major medical when admitted to a participating facility within 30 days of discharge from a hospital if continued skilled care is medically necessary. Custodial care is not covered.
<b>Home Health Care</b>	Covered in full for up to 365 visits per calendar year from approved agencies in lieu of hospital or Skilled Nursing Facility stay, when ordered by a physician.
<b>Doctor's Office Visits and Medical Checkups</b>	Covered by Major Medical.* (*See Major Medical below.) Participating doctors accept our allowance as payment in full.
<b>Routine Physicals</b>	Covered by Major Medical to \$50 per member per calendar year, not subject to deductible or coinsurance.
<b>Eye Care</b>	Medical - covered by Major Medical.* (*See Major Medical below.) Routine vision examinations are not covered.
<b>Mental Health Services Inpatient</b>	Hospital stays covered up to 30 days per calendar year. Further days covered in full by Major Medical. NY State operated psychiatric hospital (365 days per year). Physicians' fees covered for all covered inpatient days.
<b>Mental Health Services Outpatient</b>	Covered in full for 40 visits per member per calendar year.
<b>Chiropractic Services</b>	Covered in full when medically necessary. Participating providers accept payment as payment in full.
<b>Podiatrists</b>	Covered for non-routine care. Participating providers accept allowance as payment in full.
<b>Outpatient Rehabilitative Therapy</b>	Covered by Major Medical on doctor's orders for short-term restorative physical therapy. Participating providers accept the allowance as payment in full.
<b>Prosthetic Devices (Artificial Limbs, etc.)</b>	Covered by Major Medical.* (*See Major Medical below)
<b>Durable Medical Equipment</b>	Covered by Major Medical.* (*See Major Medical below)
<b>Unmarried Dependent Children</b>	Covered to Age 26.
<b>Out of Network</b>	Not Applicable

**APPENDIX B-1**

<p><b>Major Medical</b></p>	<p>*Except where otherwise stated, BCBSWNY has a calendar year deductible of \$150 per individual (\$300 per family). Where the deductible applies, and when it has been met, Major Medical pays 80% of the Schedule of Allowances. The out-of-pocket limit of \$500 per individual (\$1,000 per family) is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. Unlimited Lifetime Maximum.</p>
<p><b>Prescriptions - Standard in Most Contracts</b></p>	<p>Three-tier prescription coverage: \$1/\$15/\$30 co-payment per prescription for up to a 30 day supply when written by a participating physician and filled at a participating pharmacy. Oral contraceptives are covered. (Voluntary Mail Order)</p>

This is a summary of covered benefits and exclusions and is not intended as an actual contract or group plan. It does not detail all benefits, limitations and exclusions that apply.

**APPENDIX B-2**  
**(BCBS POS 204 Plus Plan)**

**APPENDIX B-2**

<b>Surgeon/Anesthesiologist Fees (Inpatient/Outpatient)</b>	Covered in full.
<b>Doctor's Fees for Maternity Care</b>	Covered in full after initial visit copay.
<b>Cosmetic Surgery</b>	Elective cosmetic surgery is not covered. We will, however, provide coverage for services in connection with reconstructive surgery per BCBSWNY medical guidelines.
<b>Doctor's Hospital Visits</b>	Covered in full for one visit per day.
<b>In-Hospital Consultations</b>	Covered in full for 2 consultations per admit.
<b>Emergency Services</b>	\$50 co-payment for emergency room. Co-payment is waived if admitted.
<b>Urgent Care Center</b>	PCP co-payment applies
<b>Well Child Care</b>	Covered in full.
<b>Diabetic Supplies</b>	Diabetic equipment & supplies - PCP co-payment. Insulin - up to a 30 day supply - PCP co-payment or Rx co-payment, whichever is less.
<b>Outpatient X-Ray</b>	Covered in full.
<b>Outpatient Laboratory and Pathology</b>	Covered in full.
<b>Alcohol &amp; Substance Abuse Inpatient</b>	In patient Detox - \$250 Single/\$500 Family co-pay. In patient Rehab \$250 Single/\$500 Family for up to 30 days.
<b>Alcohol &amp; Substance Abuse Outpatient</b>	\$15 or \$20 specialist co-payment for up to 60 outpatient visits per member per calendar year. \$15/\$20 is the subscriber's choice, and a co-pay is required for each outpatient service because each visit is billed separately.
<b>Ambulance</b>	\$50 co-pay.
<b>Services Without a Referral</b>	Not applicable.
<b>Hospital Room &amp; Board, Services &amp; Supplies</b>	\$250 co-pay for 365 days when medically necessary. \$250 Single/\$500 Family annual maximum for all inpatient services including: Hospital, Rehab, Detox, Skilled Nursing and Mental Health.
<b>Out-of-Area Hospital Elective Admissions</b>	\$250 co-pay for 365 days when medically necessary. \$250 Single/\$500 Family annual maximum for all inpatient services including: Hospital, Rehab, Detox, Skilled Nursing and Mental Health when prior authorization has been obtained. Without prior authorization, OON benefits apply.

**APPENDIX B-2**

<b>Skilled Nursing Facility</b>	\$250 for 365 days when admission is authorized by BCBSWNY. Custodial care is not covered. \$250 Single/\$500 Family annual maximum for all inpatient services including: Hospital, Rehab, Detox, Skilled Nursing and Mental Health.
<b>Home Health Care</b>	Specialist co-payment per visit when approved by BCBSWNY.
<b>Doctor's Office Visits and Medical Checkups</b>	\$10 PCP/ \$20 Specialist \$15 PCP/ \$15 Specialist
<b>Routine Physicals</b>	PCP co-payment applies.
<b>Eye Care</b>	Medical - Specialist co-pay per office visit. One routine eye exam will be covered once every calendar year, subject to a co-payment of \$10. Discounts on eyewear at Eye Med Vision Providers.
<b>Mental Health Services Inpatient</b>	\$250 co-pay for 365 days when medically necessary. \$250 Single/\$500 Family annual maximum for all inpatient services including: Hospital, Rehab, Detox, Skilled Nursing and Mental Health.
<b>Mental Health Services Outpatient</b>	Zero co-payment; <i>no visit limit as long as medically necessary.</i>
<b>Chiropractic Services</b>	\$15 co-payment when medically necessary.
<b>Podiatrists</b>	Specialist co-pay for medically necessary services. Routine foot care is not covered.
<b>Outpatient Rehabilitative Therapy</b>	Specialist co-pay for Physical, Occupational or Speech therapy. 60 visits per plan year.
<b>Prosthetic Devices (Artificial Limbs, etc.)</b>	Internal is covered in full. External covered at 80%.
<b>Durable Medical Equipment</b>	20% coinsurance. No annual maximum.
<b>Unmarried Dependent Children</b>	
<b>Out of Network</b>	20% coinsurance, \$250 Single/\$500 Family deductible with an out of pocket max of \$2,000/\$4,000

APPENDIX B-2

<b>Major Medical</b>	Not applicable.
<b>Prescriptions - Standard in Most Contracts</b>	Three-tier prescription coverage: \$1/\$15/\$30 co-payment per prescription for up to a 30 day supply when written by a participating physician and filled at a participating pharmacy. Oral contraceptives are covered. (Voluntary Mail Order) Mail Order: one co-payment for 90 day supply available.

This is a summary of covered benefits and exclusions and is not intended as an actual contract or group plan. It does not detail all benefits, limitations and exclusions that apply.