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AGREEMENT

Between

CITY OF BUFFALO, NEW YORK

and

**BUFFALO CROSSING GUARDS
ASSOCIATION, INC.**

JULY 1, 1997 - JUNE 30, 2000



IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28th day of June, 1997.


BUFFALO CROSSING GUARDS ASSN.

CITY OF BUFFALO


MAGGIE SPRINGS, PRESIDENT


EVA M. HASSETT
COMMISSIONER
ADMINISTRATION & FINANCE


CAROL DIFRANCESCO
VICE PRESIDENT


BRIAN J. STOCKER
DIRECTOR
LABOR RELATIONS

Printed by Members of Locals 650/264, AFSCME, AFL-CIO

BFLOCGA

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THIS AGREEMENT, entered into this 28th day of May 1997, by and between the CITY OF BUFFALO, NEW YORK, a municipal corporation, hereinafter called the "CITY" and BUFFALO CROSSING GUARDS ASSOCIATION, hereinafter called the "ASSOCIATION".

WITNESSETH

WHEREAS, it is the public policy of the City to promote harmonious and cooperative relationships between the City and its employees; and

WHEREAS, it is the further policy of the City to protect the public by assuring at all times the orderly and uninterrupted operations and functions of its government; and

WHEREAS, these policies are best effectuated by:

- A) Granting to its public employees the right of organization and representation; and
- B) Requiring the City to negotiate with and enter into written agreements with unions or associations representing public employees which have been certified or recognized; and

WHEREAS, the City has recognized the Association for the purpose of negotiating collectively in the determination of and administration of grievances, and also for negotiating and entering into a written agreement with the said Association; and

WHEREAS, the parties hereto have negotiated in good faith with respect to compensation and terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings and desire to embody them in a formal agreement, which the Common Council of the City has authorized the Mayor to execute pursuant to Common Council Proceeding.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RESIDENCY

Each employee must be a resident of the City of Buffalo at the time of appointment and must continue to be a resident of the City of Buffalo throughout the duration of the employee's employment in a position represented by the Association. Failure to maintain this necessary qualification shall be cause for termination from employment with the City of Buffalo.

ARTICLE II RECOGNITION

2.1 EXCLUSIVITY

The City hereby recognizes the Association as the sole and exclusive negotiating agent for all of the employees for the purpose of establishing compensation and other terms and conditions of employment.

The provisions of this Agreement shall not be applicable to those hired under the category Temporary Services As Required.

2.2 DUES AND FEES

The City shall deduct membership initiation fees from the wages of those employees who have filed with the Comptroller an appropriate written authorization to do so and shall remit the same to the Association. The City shall also deduct Association dues every two (2) weeks from the wages of those employees who have filed with the Comptroller an appropriate written authorization and shall remit the same to the Association. The necessary authorization forms shall be provided by the Association. The amount to be deducted from each employee's wage shall be certified to the Comptroller by the Secretary-Treasurer of the Association. These deductions shall continue in effect until a written revocation of the authorization is filed with the Comptroller by the employee.

2.3 AGENCY SHOP

A) Any present or future employee represented by the Buffalo Crossing Guards Association who is not an Association member and who does not make application for membership, shall have deducted from their wages or salary the amount equivalent to the dues levied by such employee organization. The Comptroller shall make such deductions and transmit the sum so deducted to such employee organization, provided however, the employee organization has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes only incidentally related to terms and conditions of employment.

B) The employee organization shall indemnify and hold harmless the City of Buffalo and its officials or employees from any cause of action, claim, loss or damage incurred as a result of the City's deduction of an agency fee from any employee. The employee organization shall have no right or interest in any agency fee deduction until such collected moneys are actually paid to the employee organization. Upon the forwarding by mail of payment of the agency fee deduction to the last known address of the employee organization, the City of Buffalo and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the employee organization.

2.4 DISAFFIRMANCE OF RIGHT TO STRIKE

The Association affirms that it does not and will not assert the right to strike or to engage in any other concerted stoppage of work or slow-down by its members against the City, nor to assist or participate in any such acts, nor to counsel, advise, urge, or impose upon its members an obligation to conduct, assist, or participate in such a strike, or other acts as herein defined.

In the event that the Association or any of its members shall violate any of the provisions of this Section, the Association or its said members shall be subject to all the penalties imposed by law.

**ARTICLE III
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, disability, sexual orientation, political affiliation, or for any reason whatsoever. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.
- B) Work rules shall be reasonable and shall be applied or enforced in a fair and equitable manner.
- C) The City agrees not to interfere with the right of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Association membership, or because of any employee activity in an official capacity on behalf of the Association or for any other cause.
- D) All references to employees in this agreement designate both sexes, wherever the female gender is used, it shall be construed to include male female employees.

**ARTICLE IV
MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the City, including, but not limited to, the right to determine the mission, methods, purposes and objectives of the City, to include the examination, selection, recruitment, hiring or promotion of employees pursuant to law, to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law, and the provisions of this Agreement, are retained by it.

**ARTICLE V
SALARIES**

5.1 SALARIES

A) Effective with the school year beginning in the fall term of 1994 the hourly rate of each employee represented by the Association shall be Six Dollars and Ninety-Seven Cents (\$6.97), which represents a two and one half (2.5) percent salary increase.

B) Effective with the school year beginning in the fall term of 1995, the hourly rate of each employee represented by the Association shall be Seven Dollars and Fourteen Cents (\$7.14), which represents a two and one half (2.5) percent salary increase.

C) Effective with the school year beginning in the fall term of 1998, the hourly rate of each employee represented by the Association shall be Seven Dollars and Twenty Five Cents (\$7.25), which represents a One and One Half (1.5) percent salary increase.

D) All employees hired on or after July 1, 1984, into positions represented by the Association, shall have a starting salary and four (4) equal incremental steps. The employee will reach the maximum hourly rate in four (4) years from her date of hire. The salary schedule in effect for these employees is as follows:

Fall Term 1994	Steps	1	2	3	4	5
		5.85	6.15	6.43	6.69	6.97
Fall Term 1995						
		6.00	6.30	6.59	6.86	7.14

5.2 PAYMENT FOR HOURS WORKED

A) Any Crossing Guard required to work more than the normal four (4) hours shall be compensated for each hour worked at the prevailing hourly rate.

B) If any Crossing Guard reports for work, and her assignment is subsequently canceled or curtailed by the department for any reason, nonetheless, such Guard shall receive her full four (4) hours pay for such assignment.

C) If any Crossing Guard is notified to work by her supervisor or by the school principal or his designee, and she fails to report to her work assignment for any reason except as otherwise provided for in this Agreement, she shall not receive any compensation for that day.

D) The City agrees to pay to Guards who are normally scheduled to work their per diem rate for storm days and other emergency days on which schools are officially closed, up to a maximum of six (6) days per school year.

ARTICLE VI PAID HOLIDAY

Members of the Association shall be entitled to four (4) paid holidays: Good Friday, Memorial Day, Thanksgiving Day and Christmas Day.

Holiday pay is equivalent to four (4) hours pay paid at the regular straight time rate.

Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the paid holiday. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

A member of the Association shall be entitled to receive holiday pay provided she has worked both the school day before and after the said holiday.

ARTICLE VII SICK LEAVE

7.1 SICK LEAVE

Each employee shall be granted full pay during an absence due to the employee's illness or other physical disability, to the extent of the employee's sick leave credits, provided the employee is entitled to sick leave privileges.

In the event of an employee's absence due to illness or other physical disability, the department head may require proofs of illness including, but not limited to, a physician's certificate.

7.2 ENTITLEMENT

Each Civilian School Crossing Guard represented by the Association shall receive three (3) days of sick leave at the beginning of each school year, which sick leave shall be cumulative from year to year.

One (1) day of sick leave shall be equivalent to four (4) hours.

7.3 SICK LEAVE INCENTIVE

Guards entitled to sick leave and who do not use any sick leave shall receive an additional day's pay [four (4) hours] in the last pay period of the school year.

ARTICLE VIII BEREAVEMENT LEAVE

A) Each permanent employee who is absent from duty on account of death of her mother, father, son, daughter, or grandchild, shall receive her established compensation for the period so absent, not exceeding three (3) working days for each such death.

In the event of death of an employee's spouse, five (5) consecutive working days shall be granted. This leave shall be noncumulative and nonchargeable to any other leave. The employee must notify the department head or his designated representative of her need for such leave, and she must also attend the funeral or memorial service.

B) In the case of the death of her brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, each permanent employee is entitled to one (1) day leave of absence with pay for each such death. The same provisions as stated in paragraph (A) shall apply to this leave.

C) Proof of the relationship to the deceased shall be submitted by the employee upon the request of the department head.

ARTICLE IX MEDICAL PLAN COVERAGE

9.1 INSURANCE NOTIFICATION

Each employee and retiree must notify the Division of Labor Relations of any change in marital and/or dependent status within ten (10) days of the effective date of the change.

9.2 CURRENT EMPLOYEES

The City will offer Blue Cross and Blue Shield 60/61 Plan, Independent Health Silver Plan, Community Blue II Plan, and Health Care Plan coverage for all members of the Association who are not otherwise eligible for such

compensation through benefit plans of the spouse or other members of their members of their immediate family. Such coverage will also be provided for those members whose husbands die during such member's service with the City as follows:

- 1) BC/OS 60161, In-Hospital Deductible \$250, Pre Care Rider
- 2) Independent Health Silver Plan I, In Hospital Deductible \$250
- 3) Community Blue II, In-Hospital Deductible \$240, Dependents to age 25 if full time student, or age 19.
- 4) Health Care Plan Preferred, In-Hospital Deductible \$250

The City will pay the cost of the two most reasonably priced plans less the employee contribution pursuant to the provisions of article 9.4 of this agreement. Employees who elect to enroll in either of the other higher priced plans will be required to pay the difference between the city's contribution and the total cost of the selected plan. Employees will be able to elect to have these payments made for Health Care on a pre4ax basis.

The City agrees to extend Health Care coverage to those meeting eligibility requirements, for the months of July and August.

Each employee appointed to a position represented by the Association and not otherwise eligible for coverage as referenced above shall be eligible to receive medical insurance benefits on the first day of the month following four (4) months of employment.

9.3 RETIREES

An employee who retires during the period July 1, 1994 through and including June 30, 1997, or until a successor agreement is negotiated or imposed, shall be entitled to receive the Health Care presently provided.

An employee shall be eligible for the above-referenced medical insurance upon retirement provided all of the following conditions are met:

- 1) The employee must retire from the NYS Retirement System and begin receiving pension payments immediately following the employee's retirement from City service, as well as continue receiving said pension payment.
- 2) The employee must have had at least twenty (20) years of service with the City, which service must be consecutive and immediately preceding the employee's retirement from City service.
- 3) The employee is not eligible for any medical insurance coverage through the employee's spouse, ex-spouse, parent, employment elsewhere, or any

other source not mentioned which is still applicable.

An employee who at the time of retirement meets the criteria outlined in (1) and (2) above, but who is ineligible for medical coverage by virtue of (3), also above, shall be eligible for the above-referenced medical insurance coverage at the time the employee, already retired, is not otherwise eligible for any medical insurance coverage through the employee's spouse, ex-spouse, parent, employment elsewhere, or any other source not mentioned, but which is still applicable.

9.4 INSURANCE CONTRIBUTION

Effective October 1, 1988 each employee having family medical insurance coverage shall have deducted from each bi-weekly paycheck the sum of \$5, which sum shall represent the employee's contribution toward medical insurance coverage. Each employee having single medical insurance coverage shall have deducted from each bi-weekly paycheck the sum of \$2.50, which sum shall represent the employee's contribution toward medical insurance coverage. This employee contribution shall be in addition to any partial premium paid by an employee as a result of enrollment in an HMO.

The above contribution shall apply equally to an employee who retires on or after July 1, 1988 and receives the benefits of the provisions found in 9.2.

However, the contribution made by the retiree shall be paid directly by the retiree, whether personally or by mail delivery, to the Division of Labor Relations.

9.5 ALTERNATE INSURANCE

The City has the right to discontinue participation in any of the current Health Care Plans and to select alternate health insurance/self insurance providers without negotiations so long as benefits remain comparable. Prior to exercising its right to change health insurance/self insurance providers, the City shall consult the Association and the Association shall provide its views and discuss the issues.

9.6 MEDICAL INSURANCE VERIFICATION

All employees and retirees, upon request, shall be required to provide to the City documentation in support of requested coverage, verification of spouse's place of employment and medical insurance plans available. Failure to produce requested documentation will result in the cancellation of medical insurance coverage, reimbursement to the City for all unnecessary and unwarranted premiums paid and may result in disciplinary action.

ARTICLE X UNIFORMS

10.1 UNIFORM POLICY

The City will provide for each member of the Association a lightweight uniform of a wash-and-wear fabric. The City will also establish a more flexible and quicker procedure for replacing uniforms, to provide complete replacements at the rate of forty-two (42) per year.

10.2 UNIFORM SELECTION COMMITTEE

A Uniform Selection Committee, consisting of two (2) representatives from the Police Department, and two (2) representatives from the Association, shall be established. This Committee is advisory in nature, and shall be entitled to make recommendations regarding uniform selection. The Committee shall meet once each school year, provided that there is an evident need to do so.

ARTICLE XI ASSOCIATION ACTIVITIES

11.1 PAY FOR REPRESENTATIVES

The City agrees to compensate two (2) Association representatives their regular hourly rates of pay for time spent in the conduct of contract negotiations or administration thereof.

11.2 APPROVAL

The Director of Labor Relations shall that such time was legitimately administration. Time disapproved by the

have the exclusive right to determine used for contract negotiations or Director shall not be subject to payment.

ARTICLE XII SENIORITY

12.1 LAYOFF PROVISIONS

A) In the event the City conducts a reduction in force, temporary employees shall be laid off prior to any permanent employees in the bargaining unit.

B) If the City conducts a reduction in force pursuant to the provisions of Article 12.1(a) and further reductions are made employees shall be laid off in reverse order using a city wide list.

**ARTICLE XIII
SETTLEMENT OF DISPUTES**

13.1 GRIEVANCE PROCEDURE

A) Any grievance or dispute which may arise between the parties hereto involving the application of this Agreement shall be settled in the following manner:

STEP 1: The employee shall submit the grievance orally to the employee's immediate superior within five (5) days of its occurrence.

STEP 2: If a satisfactory settlement or disposition is not made within two (2) days after this oral submission, the employee and/or the Association may submit the grievance within five (5) days thereafter, in writing, to the next immediate superior, who shall answer same within twenty (20) days. If the answer is a rejection of the grievance, then the said superior shall detail his reasons therefor in writing.

STEP 3: If a satisfactory settlement or disposition is not made within five (5) days from the date of the written submission of the grievance, the employee and/or the Association may, within ten (10) days thereafter, submit the grievance with the answer of the said superior, with any reply thereto, to the department head. The department head shall schedule a meeting to be held not later than ten (10) days after the date of the receipt of the grievance and any accompanying papers at his office, at which time the employee and/or the Association is entitled to be present. The department head shall, within five (5) days thereafter, make such written disposition of the matter as he deems appropriate.

STEP 3A: In the case of a group, policy, or organizational type grievance, the Association shall submit the grievance and any accompanying papers directly to the department head within five (5) days of the occurrence of the facts giving rise to the grievance. The department head shall schedule a meeting to be held not later than ten (10) days after the date of the receipt of the grievance and any accompanying papers at which time the Association is entitled to be present. The department head shall, within twenty (20) days thereafter, make such written disposition of the matter as is deemed appropriate.

B) The failure of the Association or an employee to take any of the action authorized by this Section within the time limited therefor shall constitute a waiver of the right to proceed further, and shall terminate the proceeding.

13.2 MATTERS RELEVANT TO GRIEVANCE PROCEDURE

- A) The time limits in the procedure may be extended by mutual agreement, in writing.
- B) Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

ARTICLE XIV JURY DUTY

The City will pay the difference in salary between the employee's regular daily earnings and jury duty pay, to any employee who is required to serve on jury duty during such period as she is actually upon such duty.

ARTICLE XV EMPLOYEE NOTIFICATION

It shall be the responsibility of the employee to keep the City informed of her current address and telephone number. All notices of change of address and/or phone number shall be filed with the department within ten (10) days of the effective date of the change.

Each employee shall be required to obtain and maintain an operating telephone at the employee's place of residence, and at the employee's expense.

ARTICLE XVI FORUM FOR RESOLUTION OF DISPUTES

If an employee and/or the Association submit a grievance pursuant to this Agreement, neither the employee nor the Association can simultaneously or thereafter make the occurrence which has been grieved the subject of a proceeding before any other administrative, judicial, or legislative tribunal.

An occurrence which is or has been the subject of a proceeding before any administrative, judicial, or legislative tribunal cannot be grieved.

**ARTICLE XVII
GENERAL PROVISIONS**

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 this Agreement shall remain in full force and effect as if the invalid or illegal provision had never been a part of this Agreement.

**ARTICLE XVIII
TERMINATION**

This Agreement shall be effective as of the first day of July, 1997, and shall remain in full force and effect until the thirtieth day of June, 2000. 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.

During the period of negotiations, neither party shall issue any statements or comments to the media or the public, written or otherwise, relative to negotiations, without the parties' mutual written consent.

**ARTICLE XIX
PRINTING OF THE AGREEMENT**

The city will print and provide two hundred (200) copies of the collective bargaining agreement at no expense to the Association.