

Collective Bargaining Negotiations

between

Buffalo City School District

and

American Federation of State, County & Municipal
Employees, Local 264, AFL-CIO (Cook Managers)

Tentative Agreement

May 8, 2014

This Tentative Agreement, entered into by and between the Buffalo City School District and the American Federation of State, County and Municipal Employees, Local 264, AFL-CIO, dated the 8th day of May, 2014, sets forth the agreement of the parties as follows:

WHEREAS, the Buffalo City School District (the “BCSD”) is a New York State municipal corporation; and

WHEREAS, the American Federation of State, County and Municipal Employees, Local 264 (the “Union” or “Local 264”) is an employee organization and is the exclusive bargaining representative for certain BCSD employees having the title of Cook Manager; and

WHEREAS, the parties hereto are party to a collective bargaining agreement which expired June 30, 2004, but has continued in force and effect by operation of New York State Law; and

WHEREAS, the parties hereto have participated in good-faith negotiations relative to the terms and conditions of a successor collective bargaining agreement; and

WHEREAS, the parties hereto have tentatively agreed to a package of terms and conditions of employment and wish to memorialize those terms and conditions in writing, to be submitted to the Buffalo Board of Education for approval and to the Local 264 membership for ratification in compliance with New York State and local laws and Local 264 by-laws.

NOW THEREFORE, in consideration of the above covenants, the parties hereto agree as follows:

1. Length of Contract – Article XXXVIII

This agreement shall be effective on July 1, 2004 and shall remain in full force and effect until the 30th day of June, 2017.

2. Health Insurance – Article XIII – Replace existing language of Section 13.2(A)-(J) with the following:

Section 13.2-Health Insurance Benefits

- A. Cosmetic Surgery rider is eliminated for all current employees and for those who retire under this CBA after ratification effective upon ratification of the Agreement.
- B. All provisional and permanent Employees, hired by the BSCD for the first time prior to July 1, 2014 are fully eligible to receive health insurance benefits and shall have the choice of receiving either the Base or Enhanced Plan of benefits. Effective July 1, 2014, all such Employees shall be required to financially contribute toward the cost of

such health insurance benefits at an amount equal to 1.25% of their annual base salary. Such contribution shall be via bi-weekly payroll deduction. Employees' deductions will be taken through the IRS 125 Cafeteria Plan (Article XXXV) to pay such contribution from pre-tax earnings unless the employee opts out.

- C. Employees who are hired in a provisional or permanent capacity for the first time on or after July 1, 2014, fully eligible to receive health insurance benefits and shall have the choice of receiving either the Base or Enhanced Plan of benefits. All such Employees shall be required to financially contribute toward the cost of such health insurance benefits at an amount equal to 20% of the Base Plan premium cost for such plan of benefits. Employee deductions will be taken through the IRS 125 Cafeteria Plan (Article XXXV) to pay such contribution from pre-tax earnings unless the employee opts out. The BCSD shall pay the remainder of the Base Plan premium cost. In no event will the employee contribution increase more than ten percent (10%) per annum, nor shall there be any contribution increase in years where there is no negotiated wage increase. Additionally, any such Employee who elects to receive the Enhanced Plan of benefits shall pay the difference between the Enhanced and Base plans.

- D. It is understood and agreed by the parties that Employee health insurance contributions from active employees shall be paid regardless of the number of days an employee has worked. In the event that an employee does not earn enough for the entire deduction to be taken, it shall be the responsibility of the employee or designee to contact the BCSD Benefit Office to make arrangements for payment to be made. In the event that an employee is on an approved medical or family leave of absence, it is understood that the employee must contact the Benefit Office to make arrangements for payment to be made. In any event, should an employee fail to pay the respective contribution, health insurance shall be cancelled.

- E. The BCSD reserves the right to add additional health care coverage providers, as deemed necessary or appropriate by the BCSD.

- F. Insurance Committee – The Union agrees to participate in a District insurance committee which will review all aspects of health insurance including but not limited to the plan of benefits, usage, and costs of health insurance. Any changes to the existing PROVIDER, benefits or plans shall first be negotiated by the parties and mutually agreed upon prior to implementation. The Union shall have a seat on the selection committee if an RFP (request for proposals) for a health insurance provider is contemplated.

- G. It is the obligation of the employee to advise the BCSD's benefits section of any changes in family status that impacts the BCSD's cost of health insurance. An employee's failure to notify the BCSD's benefits section within thirty (30) days of a change in family status, which results in an unnecessary expenditure to the BCSD, will result in the payroll deduction of such costs from the employee.
- H. All employees must enroll every year in their preferred health insurance plan of benefits, at the request of the BCSD.
- I. Where spouses are eligible for coverage for health insurance benefits through employment with the BCSD or the City of Buffalo, only one spouse may accept such coverage and then only for "family" coverage. The choice of which insurance plan to enroll in (BCSD/City of Buffalo) shall lie with the employee.
- J. Waiver Incentive: Eligible participants shall receive an annual payment of one thousand two hundred dollars (\$1,200) in a separate check payable in the second pay period in January for participation during the prior calendar year.

For the purpose of the waiver, the Plan year is January through December.

If an individual participating in the waiver program elects to enroll in the District's health care program, the amount of the incentive will be proportionally reduced (\$100 per month) based on the number of months the individual participated in the District's waiver program, eligibility for the incentive will cease, and the employee will be enrolled in the District's health care program of his/her choice with any administrative expenses incurred reimbursed by the Board.

Eligibility: Eligible employees, who can produce documentation which certifies that they have coverage for health care expenses through any source, are eligible to participate in the waiver incentive program. Participation is effective on the first day of the month beginning at least fifteen (15) days after receipt by the Plan administrator.

Employees who choose to waive coverage shall be able to revoke such waiver when there is a qualifying event.

- K. Coverage will commence with an employee's first day of employment by the District unless the employee waives coverage in writing.

- L. No employee who shall remain fully eligible for health insurance benefit coverage shall suffer a break in such coverage.
- M. Employees who are absent on account of illness or injury and who have exhausted their sick and other appropriate leave accumulations shall retain any health insurance benefits, as provided herein, for a period not to exceed 9 months following exhaustion of their leave. Employees hired for the first time prior to July 1, 2014 are still required to pay the 1.25% of their annual base salary as noted in Article XIII, Section 13.2.B and D. Employees hired for the first time on or after July 1, 2014 are still required to pay the 20% of the Base Health Insurance plan as noted in Article XIII, Section 13.2.C and D.
- N. Employees who retire from the District prior to ratification will be provided, without cost to themselves, the benefits of the health insurance program in effect at the time of their retirement.
- O. Employees on approved leaves of absence without pay, other than sick leave, shall have the option to continue to receive full health and hospitalization coverage as provided for in this article for the period of leave upon monthly reimbursement to the Board at the group plan rate.
- P. All employees shall be required to participate in a mandatory health insurance survey and accurately complete and return the survey to the Board. The objective of the survey is to keep accurate information needed to provide coverage for employees. Such information will include the individuals(s) current address, marital status and dependent status.

Replace Section 13.2(K)– Retiree Health Insurance with the following language:

- A. Employees, who retire under this agreement and who have filed for pension benefits from the New York State Comptroller’s Office, shall be provided health insurance benefits in effect at the time of their retirement, by the BCSD, in accordance with the following chart:

Retirement Date	Effective 7/1/14 Hired prior to Ratification	Effective 7/1/14 Hired after Ratification
Plans of Benefits Pre-65	Plan A Enhanced (Traditional) Plan B Base (POS Plan)	Plan A Enhanced (Traditional) Plan B Base (POS Plan)
Annual Contributions Pre-65 (paid quarterly)	Single \$400 Family \$700	25% of Premium of Base Plan (with option to buy-up to Enhanced Plan)
Plan of Benefits Post-65 (or sooner if disabled)	Forever Blue Medicare Plan Note: if one spouse is not yet Medicare eligible above plan will remain in effect for that spouse	Forever Blue Medicare Plan Note: if one spouse is not yet Medicare eligible above plan will remain in effect for that spouse
Contributions Post-65 (paid quarterly)	\$0 Unless one spouse is not yet Medicare eligible; contribution would be reduced to Single if there are no other remaining dependents on the plan.	\$0 Unless one spouse is not yet Medicare eligible; contribution would be reduced to Single if there are no other remaining dependents on the plan.
Eligibility	Hired Prior to 1/1/03 15 yrs City & BMHA time counts Disability Retirement 15 years Hired After 1/1/03 15 years all with BCSD Disability Retirement 15 years	15 years all with BCSD

- B. Effective upon ratification of this agreement, the BCSD will make available the Enhanced Plan to employees hired for the first time on or after July 1, 2014, who subsequently retire from BCSD service. Such retirees shall be responsible for paying the difference between the Enhanced and Base Plans, as well as the Base Plan contribution, as detailed herein.
- C. Employees who retire under this CBA, who take the district health insurance, their spouse and dependents shall enroll in Medicare Parts A & B upon eligibility. All employees who retire under this CBA, shall be required to pay 100% of the costs of

Medicare Part B.

- D. It is the obligation of employees who retire under this CBA to advise the BCSD's benefits section of any changes in family status within thirty (30) days thereof and to provide acceptable proof of dependent eligibility as directed by the District. A Retiree's failure to notify the BCSD's benefits section of a change in family status, which results in an unnecessary expenditure to the BCSD, shall obligate such retiree to reimburse the BCSD for such costs.
- E. Employees who retire after ratification of this CBA will be eligible to participate in the "Open Enrollment" process each year. They will be notified of their annual opportunity to change from their current chosen plan to another of the plans offered to them and will be told of the proposed rates. If a Retiree misses the deadline for "Open Enrollment" changes (s)he will not be eligible for another year.
- F. All employees who retire under this CBA must enroll every year in their preferred health insurance plan of benefits including the Forever Blue Medicare Plan (when eligible), at the request of the BCSD.
- G. Where spouses are eligible for coverage for health insurance benefits through employment/retirement with the BCSD or the City of Buffalo, only one spouse may accept such coverage and then only for "family" coverage. The choice of which insurance plan to enroll in (BCSD/City of Buffalo) shall lie with the employee.
- H. In the event of the death or divorce from a spouse who carries the health care coverage, the non-carrying spouse who would have been eligible for coverage through employment with the BCSD will be eligible to enroll in a plan which offers a level of benefits that would have been enjoyed at such employee/retiree's date of retirement. In situations where the non-carrying spouse retiree can verify a need for family coverage he/she will be enrolled for family coverage; otherwise the surviving spouse retiree will be enrolled for single coverage.

In the event of divorce or death of the retiree, coverage for the spouse shall cease. Surviving spouses of retirees who were participating in the benefit but were not entitled to enroll in coverage because they were not employed by the Board, will be provided the opportunity to exercise their COBRA rights.

Prescription Drug Coverage.

All employees and for those who retire under this agreement after ratification, shall receive prescription drug benefits with a \$1/\$15/\$30 co-payment.

Medical and Dependent Care Spending Accounts (Article XXXV)

The parties agree to the establishment of an Internal Revenue Service (IRS)125 "Cafeteria Plan". This plan will allow employees to pay for unreimbursed medical and dependent care expenses with pre-tax dollars. In accordance with the terms of the plan, eligible employees will participate in the "Premium Conversion" benefit which allows employees to use pre-tax dollars for any contributions toward health care premiums. The cost of administering the program shall be borne by the Board of Education.

Replace Section 13.3 – Dental with the following language:

Section 13.3 (A). Effective July 1, 2014, the BCSD agrees to increase the amount contributed towards dental insurance coverage to \$48.00 per employee per month. Employees who are enrolled in the Dental plan shall contribute the remainder of the premium through payroll deduction on a bi-weekly basis. Deduction shall be taken pre-tax in accordance with IRS Section 125 Cafeteria Plan (unless the employee opts out). Only active employees shall be eligible for this benefit.

3. Salaries

i. Wages:

Effective Upon Ratification, the BCSD agrees to the following wage increases:

- Effective July 1, 2012: 9% (D 28,000; C 29,800; B 31,300; A 33,000)
- Effective July 1, 2013: 2.5%
- Effective July 1, 2014: 2.5%
- Effective July 1, 2015: 2.5%
- Effective July 1, 2016: 2%
- Full table below.

	<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016-2017</u>
D	28,000	28,700	29,418	30,153	30,756
C	29,800	30,545 D	31,309	32,092	32,734
B	31,300	32,083 C	32,885D	33,707	34,381
A	33,000	33,825 A/B	34,671A/B/C	35,538all	36,249all

All Managers will oversee multiple buildings. Assignments will be made according to location. If a new Cook Manager is hired, he or she will be placed at the lowest level of the salary schedule.

Employees who retire, resign or are otherwise terminated from employment prior to July 1, 2014 are not entitled to this benefit. Employees on an unpaid leave of absence shall not receive their retroactive check until they have returned to work for at least 30 calendar days.

A, B, C, D schools will not be used in the future.

Employees will be paid their salary equally over 10 months, or in 21.5 pay periods.

Eliminate Appendix G(3) or pre pack stipends after June 30, 2014.

The union agrees that all outstanding issues with respect to the BFSA imposed wage freeze from 2004-07 are resolved.

Multiple Building Clarification:

--*See attachment A*

--Maximum of three buildings to be assigned to each Cook/Manager beyond their base building (total of four) and assignments will be based on location of each building and number of meal requirements for each building.

--Each Cook/Manager will be able to bid on their locations prior to the 2014-15 school year with all assignments being posted by August 1, 2014, with preference to be provided by seniority. The process will be completed and assignments made by August 15, 2014. A Cook/Manager vacancy during the middle of the school year will result in those schools being redistributed to other Cook/Managers. The redistribution will be based on location of the building and current meal requirements of the other Cook Managers.

--Effective July 1, 2014, Cook Managers will receive a \$300.00 yearly stipend for each building assigned to him/her in addition to his/her base building.

4. Hours of Work

(Add new sentences to Article IV, Section 4.3 (A-B))

--4.3(a) Employees shall be entitled to one ½ hour lunch each day. Lunch cannot conflict with meal service in a school.

--Employees may leave an assigned school once per day for up to a half hour to make a bank deposit only when cash has been accumulated in excess of \$50.00.

--4.3(b) Each Cook/Manager must start work between 6:30am-7:30am. Management will determine start time for each individual manager within this time frame prior to the commencement of each school year based on the needs of the building assigned to each individual cook manager.

5. Professional Development

Appendix G(5) will be amended to include the payment of dues for Erie County Nutrition Association, New York State Nutrition Association, and the National Nutrition Association. Current Language in G(5) remains the same.

6. Sick Days

Amend Article VIII by reducing 15 days per year to 11 days per year, for all employees.

The sick leave incentive shall be increased from \$200 to \$250 for employees who utilize no sick leave in a six month period as per the CBA; and from \$100 to \$125 for employees who utilize one eight (8) hours or less of sick leave in a six month period as per the CBA. The first semester runs from the beginning of the school year until January 31st. The second semester runs from February 1st until the end of the school year.

--District will increase accumulation maximum to 220, but buy back of sick time stays at 190 at a ratio of 1:3.

7. Personal Leave Days

Employees hired for the first time on or after July 1, 2014 shall receive 4 personal leave days per year.

Add to Article IX, Section 9.3(3), During the first and last week of the school year, the District has the discretion to grant no more than three personal leave days per school day. The approval of the personal leave days will be determined by seniority.

8. Uniform Policies

Uniform Policy

- 1) Neat, clean, proper fitting uniform. Blue Child Nutrition Services polo shirt, white duty uniform top, skirt/dress(skirt/dress must be worn to the knee,) black or white duty pants is required. No sweatpants, spandex or shorts are allowed. *Except* for Promotional Days, no jeans of any color at any time. *Summer Lunch Shirts are not to be worn.*
- 2) Clean all white or black vinyl/leather rubber soled, closed toe, duty shoes or sneakers without colored markings (canvas shoes are not acceptable).
- 3) Hairnets(restraints) must be worn at all times covering all hair. Hair wraps are not allowed. Clean single color(no emblem/insignia) baseball caps are allowed only if school building Principal permits baseball caps.
- 4) Nametags are part of the uniform and must be worn at all times. One nametag will be provided. Additional nametags will be available at an additional cost to the employee.
- 5) Nails must be well groomed. Nail polish, artificial nails or long nails are not allowed.
- 6) If sweaters are necessary, they must be white.

- 7) Jewelry is limited to post earrings, a wedding band and a watch. No facial or tongue piercing is allowed.

Review the dress code. **Remind staff that the uniform allowance they receive in October and February must be spent on proper uniforms.** All staff must be in compliance with department regulations. The employee dress and conduct code must be reviewed, discussed and signed by your staff in September. The dress and conduct code must be enforced throughout the year.

9. Electronic Record Keeping and Payroll System

Local 264 agrees and acknowledges that BCSD shall have the right to implement an electronic shift sign-in & sign-out policy/procedure. Sign-in/sign-out processes shall be implemented and/or modified upon consultation via labor-management meeting(s) with Local 264.

10. BBOE Approval and Withdrawing Grievances

It is agreed between the parties that upon final approval by the Buffalo Board of Education of the proposed collective bargaining agreement between the parties for the period July 1, 2004 through June 30, 2014, the parties will take all necessary actions to withdraw all outstanding grievances filed prior to the effective date of this agreement.

11. UNIFORM AND SHOE ALLOWANCE (Amendment to Appendix G(1))

--Change to \$350.00 per year from \$300.00. Rest of the provision remains unchanged.

12. AUTO ALLOWANCE (Amendment to Appendix G(2))

--Effective July 1, 2014, Change current reimbursement to IRS rate.

13. The parties hereto understand and agree that the terms and conditions contained in the parties collective bargaining agreement dated January 16, 2003 and with a term from July 1, 2000 through June 30, 2004 (the "July 1, 2000 CBA") shall continue in full force and effect except as supplemented, deleted, amended or otherwise modified hereby.

14. This Tentative Agreement and each and every term and condition expressed herein is subject to (i) approval by the Board of Education of the BCSD; (ii) ratification of a simple majority of eligible members of Local 264; and (iii) any New York State agency(ies) or other entities, as is specifically required by law. No term or condition included herein shall become binding until such time as all appropriate approvals are obtained. The terms and conditions of the July 1, 2000 CBA shall remain in full force and binding until such time as this Tentative Agreement is approved/ratified by all appropriate parties.

15. Ratification. Except as used in Section 19, hereof, the term “Ratification” as used in this Tentative Agreement shall be defined as the date of the last approval by any approving party/entity.

Dr. Pamela C. Brown	Date
Superintendent	
Buffalo City School District	

Sean Carney	Date
President	
American Federation of State, County and Municipal Employees, Local 264, AFL-CIO	

Attachment
A

Clarification for Contract Negotiations

1. The Cook/Manager will maintain responsibilities as outlined in current job description.
2. The Cook/Manager will supervise the Cooks, Prepack Leaders, and Food Service Workers in all buildings assigned.
3. The Cook/Manager will provide ongoing supervision and ensure compliance with USDA, NYSED regulations and BPS policy and procedures.
4. The Cook/Manager will be the liaison for the Food Service staff and building administrators.
5. The Cook/Manager will make a minimum of a weekly site visit and complete a site visit log for breakfast and lunch service.
6. The Cook/Manager will fill in for Cook/Prepack Leader in the event of an absence.