

Collective Bargaining Negotiations

between

Buffalo City School District

and

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

Tentative Agreement

June 8, 2022

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 June, 2022, 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; and

WHEREAS, the parties hereto are party to a collective bargaining agreement which expired June 30, 2017, 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, 2022 and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2026.

### **2. Longevity:**

- i.** 5 years but less than 10 years: \$500.00
- ii.** 10 years but less than 15 years: \$1000.00
- iii.** 15 years but less than 20 years: \$1350.00
- iv.** 20 years but less than 25 years: \$1650.00
- v.** 25 years but less than 30 years: \$2000.00
- vi.** 30 years and each year thereafter: \$2500.00

- 3. Sick and Personal Time:** Employees may accrue up to 250 sick days. Sell back language remains the same. Employees may also utilize sick and personal days in quarter day increments. Effective September 1, 2022, cook managers will be provided with five (5) personal leave days.

- 4. Uniform Allowance:** Effective September 1, 2022 Cook Managers shall receive a uniform and shoe allowance in the amount of four hundred dollars (\$400.00) per year, payable in two separate payments. The first two hundred dollars (\$200.00) shall be in the first full pay period in October. The second payment of two hundred dollars (\$200.00) shall be paid in the first pay period in February.

In addition, all cook managers will receive at least three (3) uniform shirts per school year from the District.

Any Cook Manager that is required by the District to wear steel toe boots or footwear as part of his/her duties will receive an additional \$50.00 in the October Uniform payment.

## 5. Salaries

### i. Wages

Ratification or July 1, 2022:	4.0%
Effective July 1, 2023:	4.0%
Effective July 1, 2024:	4.0%
Effective July 1, 2025:	3.5%

- Each active cook manager at the time the contract is ratified that was hired by the District prior to January 1, 2022 shall receive a one-time bonus in the amount of \$1,500.
  - Increase building level stipend for each building assigned above the “home” building from \$400.00 to \$500.00. The stipends will be paid biannually (September 1 through January 31/February 1 through June 30) and in order to be eligible for the stipend, the parties agree the following tasks must be completed at each assigned school:
    - Complete a Unit Check list for each school meal service (breakfast and lunch) four times per year (October, December, March, May) ensuring USDA compliance.
    - Ensure month end paperwork including meal counts are on time from each school.
    - Ensure payroll procedures are being followed, including tracking attendance, personal days, and implementing AWOL procedures as required.
    - Conduct employee training as required by the USDA. Three hours by the end of January. Three hours by the end of June.
  - In the event one or more of the aforementioned tasks are not completed by the cook manager, the stipend may be reduced proportionately either by agreement between the parties or through Section 75 Disciplinary Charges.
6. The parties hereto understand and agree that the terms and conditions contained in the parties collective bargaining agreement ending June 30, 2022 shall continue in full force and effect except as supplemented, deleted, amended or otherwise modified hereby.
7. 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 and (ii) ratification of a simple majority of eligible members of Local 264. No term or condition included herein shall

become binding until such time as all appropriate approvals are obtained. The terms and conditions of the agreement ending June 30, 2022 shall remain in full force and binding until such time as this Tentative Agreement is approved/ratified by all appropriate parties.

8. 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.

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Nathaniel Kuzma                      Date  
General Counsel/Chief Negotiator  
Buffalo City School District

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

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Nathaniel Kuzma            Date  
General Counsel/Chief Negotiator  
Buffalo City School District

Sean Carney    6/9/22  
Sean Carney            Date  
President  
American Federation of State, County  
and Municipal Employees, Local 264, AFL-CIO