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CG/6771

AGREEMENT

CORTLAND SCHOOL CROSSING GUARDS

AND

CITY OF CORTLAND

JANUARY 1, 2008 - DECEMBER 31, 2009

THOMAS GALLAGHER, MAYOR, CITY OF CORTLAND

DENISE M. RZEPKA, PRESIDENT, CROSSING GUARDS ASSOCIATION

**RECEIVED**

AUG 06 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

21  
Employees

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## **AGREEMENT**

Made this      day of December 2007, to be effective, and in all respects applicable and binding as of January 1, 2008, by and between the CITY OF CORTLAND, hereinafter referred to as the Employer, and the CORTLAND SCHOOL CROSSING GUARDS ASSOCIATION, hereinafter referred to as the Association.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE ONE**

The purpose of this Agreement is to promote harmonious relations between the parties, and to establish equitable procedures for the resolution of differences and to establish the rates of pay, hours of work and working conditions of the Association. The parties acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the foregoing subject and incidental matters relating thereto.

### **ARTICLE TWO**

#### **APPLICABLE LAW**

This agreement shall be subject to all Federal, State and Local Laws, and in the event that any of the terms of this agreement shall not be consistent with said laws, then only said inconsistent terms will be void; and the remainder of this Agreement shall be binding upon the parties hereto.

## ARTICLE THREE

### RECOGNITION AND COLLECTIVE NEGOTIATION UNIT

Section 1. The City recognizes the Association as the sole and exclusive representative for all of the employees in the unit described hereafter in Section 4.

Section 2. The City agrees that the Association shall be the sole and exclusive representative for all employees described hereafter for the purpose of collective negotiations and grievances from January 1, 2008 until December 31, 2009.

Section 3. The Association affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or impose any obligations upon its members to conduct, assist or participate in any such strike. The term "strike" shall include any type of work stoppage, slowdown, or any other concerted interference with normal efficient operation.

Section 4. The unit shall consist of those employees of the City who are specifically hired for the position of School Crossing Guards and who shall act as and perform the ordinary duties of School Crossing Guards, either full-time or on a substitute basis.

Section 5. The Employer shall deduct from the wages of all employees included in this collective bargaining agreement and remit to Association regular membership dues.

### TIMETABLE

Negotiations in the final year of this Agreement for a succeeding Agreement shall be conducted by the parties hereto in accordance with the following timetable insofar as possible:

Submission of Association's proposals..... March 1, 2009  
Submission of City's proposals..... May 1, 2009  
Commencement of negotiations.....June 1, 2009  
Commencement of mediation, if required..... October 1, 2009

If both parties agree, any of the dates in the above timetable may be adjusted without prejudice to either party.

#### **ARTICLE FOUR**

##### **WORK SCHEDULE AND SALARY**

The employees acknowledge that they are annually employed School Crossing Guards and shall perform such duties during all periods of time that the Cortland City Schools are open on a full-time basis. As soon as the City becomes aware of the unscheduled (within 24 hours of any scheduled crossing) closing of any school or schools to which an employee or employees is or are assigned, the City shall take whatever reasonable action necessary to notify the President, or in her absence, the Vice-President of the Association that there is no need for the employees to report to the assigned crossing(s) at such school(s). The employees shall be on duty at their assigned crossings for the normally assigned number of crossings each day. The intent of this Agreement is such that no employee covered hereby shall claim unemployment insurance benefits during the summer period when the Cortland City Schools are not in session. Each full-time employee shall have the right in each year following the first year of such full-time employment to elect payment of his or her yearly salary on a ten (10) month basis or a twelve (12) month basis. The right of election can only be made once a year, and it shall

be made by January 1st preceding the start of each contract year. Any overtime owing to an employee electing 10 month payments shall, however, be paid such overtime in the first pay period after the end of the school year.

The City agrees that there shall be no reduction in salary for those days when schools are closed for whatever purpose.

The wages paid to full-time employees hired before January 1, 1997, shall be an annual salary increase of 3.25% in 2008 and 3.25% in 2009, for an annual salary of \$6,533.81 (an increase of \$205.67) for 2008, and \$6,746.16 (an increase of \$212.35) for 2009.

The wages paid to full-time employees hired after January 1, 1997, shall be an annual salary increase of 3.25% in 2008 and 3.25% in 2009, for an annual salary of \$5,897.78 (an increase of \$185.65) for 2008 and \$6,089.46 (an increase of \$191.68) for 2009. Payment of the annual salary over the school session period shall in no way affect the status of the employees as annually employed. Said wages shall be effective from the date of this Agreement. Members whose employment is terminated for any reason prior to the end of any calendar year may not receive compensation in any amount greater than the actual amount earned equal to 1/360 of the total annual salary for each crossing worked.

The wages provided for in this agreement are calculated on the basis of an annual school year in which there are one hundred and eighty (180) days in which students will be in attendance at school. In the event that an employee is required to work more than 180 days in any school year (September to June), the employee shall be paid an additional amount equal to 1/360 of the annual wage for each additional crossing actually worked.

Days in which school may be open but students are not in session shall not count as days actually worked for purposes of measuring the length of the school year hereunder.

An employee shall be entitled to overtime compensation at the rate of one and one-half times the daily wage of the employee for any crossings arising out of early or other irregular school dismissals to the extent that such dismissals require the employee to be on duty for more crossings than she would otherwise be responsible for. Dismissals due to weather or other emergency shall not constitute an irregular dismissal unless additional crossings are required by staggered dismissal times.

The wages paid to substitute employees shall be based on a pro-rata percentage of a full-time employee's salary in the appropriate year, figured on the basis of 360 crossings per year, but only for the actual period of time worked by substitute employees. Payment shall be made in full the next regular pay day for substitute service completed more than three (3) days prior to the next regular pay day. Substitute services completed three (3) days or less prior to the next regular pay day shall be made in the next succeeding regular pay day.

All employees shall be entitled to be compensated at the rate of \$20.00 per hour for time actually expended in receiving any training required to be taken as a condition of employment, when said training is conducted other than at regular work hours.

#### LONGEVITY PAYMENTS

In addition to the base wages set forth above, all full-time employees shall be entitled to a longevity payment in the sum of \$75.00 annually upon each completion of the respective employee's third (3<sup>rd</sup>) year of full-time employment by the City, \$150.00 after six (6) years, \$225.00 after eight (8) years, \$300.00 after eleven (11) years, \$375.00 after



fifteen (15) years, \$425.00 after twenty (20) years and \$475.00 after twenty-five (25) years. Longevity payments shall be paid on a pro-rated basis over the twenty-six or twenty-one pay periods, as appropriate, commencing on the first pay period following the applicable anniversary date. For purposes of this section, the employee's anniversary date shall be the date that an employee's full-time employment with the City commenced.

For the purpose of gaining entitlement to longevity payment, each two (2) years worked as a substitute shall be considered as one (1) year worked as full-time employee, and when a substitute becomes a full-time employee, the amount of time worked as a substitute shall be converted to full-time on a two-to-one (2:1) basis.

The amount of any longevity payments added to the base wages of any employee shall not be added to the base wage for the purposes of computing any percentage adjustment to wages provided for herein.

## **ARTICLE FIVE**

### **SENIORITY AND VACANCIES**

#### **SENIORITY**

Seniority is defined as a privileged status attained by length of continuous service with the Cortland School Crossing Guards, as the term "continuous service" is defined in Sec. 80 of the Civil Service Law. There shall be two seniority lists, one for full-time employees and the other for substitute positions. For the purpose of this contract, the seniority of every employee shall be determined as if seniority existed as of the initial employment of every employee, but this provision shall apply only to present employees, full-time or substitute.

If the crossing is eliminated, the least senior full-time employee shall be terminated, but such least senior full-time employee has the right to be placed on the substitute list and shall have greater seniority thereon than any other employee who has less full-time service or any other employee who has no full-time service. The City shall give the Association and the employee assigned to a crossing to be eliminated five (5) working days notice prior to the elimination of such crossing. It is the intention of this paragraph that any full-time employee that is placed on the substitute list shall have greater seniority rights thereon than any person thereon with less full-time service even though an employee may have more actual time as a substitute than the full-time employee had as a full-time employee. Any substitutes assigned to a crossing shall be so assigned in accordance with seniority.

#### VACANCIES

If a vacancy shall occur in a full-time position or a new crossing is created, it may be bid for by continuing full-time employees on the basis of seniority, and the employer must first determine whether any other full-time employee wishes assignment to such crossing before the employee hired is assigned to the crossing. The employer must give the Cortland School Crossing Guards Association two (2) weeks written notice to allow such bidding prior to the employer assigning the crossing to the newly hired full-time employee. The vacancy so created shall first be offered to substitute employees on the basis of seniority.

### ARTICLE SIX

#### SICK LEAVE, HOLIDAYS, FUNERAL LEAVE, PERSONAL LEAVE, AND

#### EMERGENCY LEAVE.

## SICK LEAVE

Each full-time employee shall be credited with two (2) crossings of paid sick leave for each month of employment with the City, retroactive to the date of the employee's full-time employment with the City. Sick leave shall be credited in each calendar month, notwithstanding the period of summer vacation when no work is performed. To the extent that an employee does not use such leave for illness or injury, it shall be accumulated as a credit and may be used in the future in the manner set forth herein. For the purpose of computing sick leave, each crossing missed by a full-time employee due to illness shall be deemed to be one-half (1/2) of a day.

A doctor's certificate may be required at the Employer's option and expense as a condition for payment of sick leave except with respect to a period of time during which an employee is hospitalized. The City shall inform the employee within three (3) hours of her calling in sick that it is required for her to go to a doctor and obtain a doctor's certificate, provided that if her shift starts after 12:00 noon, she shall not be required to see a doctor before the next day unless the City can make an appointment for her on the day she calls in sick. The City shall not abuse this requirement for a doctor's certificate.

Under no circumstances will any combination of sick leave benefits with welfare or worker's compensation benefits exceed an employee's regular daily or weekly rate of pay.

Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked and shall in no event apply to a scheduled day off, holiday, vacation, leave or absence or to any day for which the employee has received full pay from the Employer.

Any employee terminating employment with five or more years service shall have the right to convert one-third (1/3) of all accumulated sick leave up to 100 days into a lump sum cash payment. Each three (3) days of accumulated sick leave shall equal one/180 of the employee's annual salary at the time of retirement up to the maximum of 100 sick leave days.

Each full-time employee shall further have the right in any year of this agreement to convert unused sick days in excess of 100 days to personal leave days at the rate of two (2) sick days for each personal day. All such personal leave days shall be taken in the year accrued, except those which are converted from sick days credited in November and December of each year, in which event such personal leave days must be taken in the next calendar year or forfeited. Such employee may, however, elect to be paid the cash equivalent of one day's pay in lieu of taking such personal day. Claims for such payment shall be made within the same time frame as the personal day is required to be taken.

#### HOLIDAYS

All full-time employees shall be entitled to the same holidays as the Cortland City School System and shall not be required to work on those days.

#### FUNERAL LEAVE

1. In the event of a death of one of the following members of an employee's family: parents, including foster or step-parents, spouse, children, brother, sister or other relative who is a member of her household, mother-in-law, father-in-law, brother-in-law, sister-in-law, the employee shall be excused from work at her request to attend the funeral and to be paid on a daily basis for all days lost on the day of the funeral and the preceding and/or

following work days, regardless of whether separated by a weekend, not to exceed a total of three (3) days for any one (1) death.

2. In the event of the death of an employee's grandparents or spouse's grandparents, the employee shall be excused from work at his or her request to attend the funeral and shall be paid on a daily basis for the day of the funeral and the preceding or following work day, regardless of whether or not a weekend intervenes, not to exceed two (2) days for any one (1) death.

### PERSONAL LEAVE

Full-time employees shall be entitled to three (3) personal days per year, not including any additional personal days which may be earned by conversion of excess accumulated sick leave as set forth above.

Upon completion of twenty (20) continuous years of service, an employee will earn one (1) additional personal day, for a total of four (4).

### EMERGENCY LEAVE

Full-time employees shall be entitled to one (1) emergency day per year. This day shall be taken only on the occurrence of an unexpected event that requires the immediate attention of the employee. Such leave shall be taken only with approval of the Chief of Police or his designee. Such leave shall only be taken when the employee has no personal time remaining. For the purpose of computing emergency leave time, each crossing missed due to taking emergency leave shall be deemed to be one-half (1/2) of a day.

## ARTICLE SEVEN

## CLOTHING ALLOWANCE AND UNIFORMS

### UNIFORM ALLOWANCE

In the year 2008, full-time employees shall be entitled to a uniform allowance of **\$300.00** for the purchase and an additional **\$185.00** for cleaning and repair of their uniforms for a total of **\$485.00**. For the year 2009, full-time employees shall be entitled to a uniform allowance of **\$305.00** and an additional **\$190.00** for cleaning and repair of their uniforms for a total of **\$495.00**.

In the year 2008, substitute employees shall be entitled to a uniform allowance of **\$240.00** for the purchase and an additional **\$135.00** for cleaning and repair of their uniforms for a total of **\$375.00**. For the year 2009, substitute employees shall be entitled to a uniform allowance of **\$245.00** and an additional **\$140.00** for cleaning and repair of their uniforms for a total of **\$385.00**.

Payment of the cleaning and repair allowance shall be made in two (2) installments, one on or about April 1<sup>st</sup> and the other on or about December 1<sup>st</sup> of each year. In the event no cleaning and repair voucher is presented to the Department before November 1<sup>st</sup>, the total cleaning and repair allowance shall be paid to the full-time and substitute employees on December 1<sup>st</sup>. No payment will be made for items purchased in the month of December of any year. The Police Department shall provide to each employee of the Association a current financial status report of the employee's uniform allowance. Such report shall be provided quarterly from January 1<sup>st</sup> in each year of this contract, the first report being due at the end of the first regular quarter occurring after the execution date of this Agreement. The employees shall maintain said uniform in accordance with the requirements of the

Police Department. Payment for cleaning and repair allowance shall be made only upon the presentation of vouchers with receipts in accordance with City payment policies.

A uniform shall consist of the following items of apparel: Winter overcoat, spring/fall outer jacket, skirt, slacks, tie, hat, black shoes, white blouse, stockings, raincoat and hat, scarf, head-band, gloves or mittens, boots, sweatshirt, sweater, vest, long underwear, knee socks, undergarments, yellow outer vest, sign, whistle, patches and name badge. All outer garments should be of black unless a phasing in of a new uniform is taking place.

The City agrees to furnish to all new guards at its sole cost, and without charging the clothing allowance of such new guard, an outer coat and lightweight fall/spring jacket of proper size and fit and in good condition, together with a sign, breast and hat badges, and heavy yellow outer vest. All such City issued items shall be surrendered to the City upon termination of employment. Replacement during the term of employment shall be the responsibility of the employee, but may be charged against the clothing allowance provided for herein.

## **ARTICLE EIGHT**

### **PENSION AND MEDICAL INSURANCE**

#### **MEDICAL INSURANCE**

An employee of the Association may participate in the City's current medical insurance program. The intent hereof is to permit any such employee to take advantage of the group insurance rates without any cost to the City. The Employer shall provide the Association with the latest eligibility requirements to secure medical insurance through the Employer and any change in such requirements if such change should occur.

## PENSION

The City agrees to maintain the career retirement plan as set forth in Retirement and Social Security Law, #75-g, for the benefit of the employee. The City shall pay the sole cost of such program, and no portion thereof shall be required of any employee.

## **ARTICLE NINE**

### GRIEVANCES AND DISPUTES

Grievances and disputes concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure, provided that the grievance is filed within two (2) working days after its occurrence or the employee's knowledge thereof:

1. Any employee who believes he has a grievance may present such grievance, in writing, to his immediate supervisor in an attempt to adjust the matter. A written grievance shall set forth in sufficient detail the applicable dates, times, individuals and incidents/situations involved, the provisions of the Agreement alleged to have been violated, and the remedy sought through resolution of the grievance. The supervisor's response to the grievance shall also be in writing. If the matter is not satisfactorily adjusted in such manner, the Employee may request that the President of the Association, or the Association's representative, meet with the Employee's immediate supervisor for the purpose of attempting to adjust the grievance.

2. In the event the grievance is not satisfactorily resolved, as provided above, within five (5) working days of the time it is presented, it shall then be immediately presented in



writing by the Association representative to the Department Head or his designee for settlement. The Department Head's response to the agreement shall be in writing.

3. If the grievance is not satisfactorily resolved at either of the preceding steps within five (5) working days of the time it is presented, then it may be presented in writing to the Mayor and the Common Council of the City of Cortland, or their designee, who shall, upon five (5) working days' notice given to the interested parties, hold an informal hearing at which the parties or their representatives and witnesses will be given an opportunity to present their respective positions. After hearing all parties interested in the matter, the Mayor and the Common Council or their designee, shall render a decision in writing upon the facts developed within ten (10) working days after said hearing.

4. Either party may, within five (5) days' notice after the decision of the Mayor and the Common Council, request the American Arbitration Association (Syracuse Office) to submit a list of Arbitrators from which the parties may select an Arbitrator. The party filing for arbitration shall simultaneously furnish the other party with a copy of the request for arbitration. The Arbitrator shall be limited to the issue presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the Arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne equally by both parties respectively. Either party may challenge the Arbitrator's decision in accordance with Article 75 of the CPLR.

## **ARTICLE TEN**

## RECIPROCAL RIGHTS

The Association recognizes the right of the Employer to manage the members of the Association, but to do so consistent with the terms and conditions of this contract. The Association recognizes the responsibilities of the Employer to direct the work force so that the dignity of labor and of the individual shall be protected.

1. The Employer shall so administer its obligations under this contract in a manner that will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, age or religion.

2. The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the heads of the various departments, or his or their designees. A duly authorized representative of the Association, designated in writing, after reporting to the office of the Chief of Police shall be admitted to the premises for the purpose of assisting in the adjustment of the grievances and for the investigation of complaints that the contract is being breached. Upon request, the Association representative shall state the purpose of his visit. Except in an emergency, at least four (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operation.

3. The employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Employer, the Employee and the uninterrupted operation of government.

4. The Employer recognizes that no officer of the Association has any command powers, nor can such command powers be imposed on any such officer, as such powers relate to work performed by the Employees. If command powers are delegated by any officer or other member of the Association, that officer or other member shall be entitled to additional compensation which are to be items of negotiation between the Employer and Association, to be agreed upon before the performance of any command powers.

5. The Employer agrees to provide all members of the Association all notices of any nature that have or may have general application to all employees of the Employer irrespective of their bargaining unit.

#### DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of seniority, for just cause. Grounds for summary discharge shall include, but not be limited to: drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties and incompetence.

In the event that a discharged employee feels that he has been unjustly dealt with, said Employee or the Association, with permission of the Employee, shall have the right to file a complaint, which must be in writing, with the City's Director of Finance and Administration within two (2) work days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided, and shall be initially heard by the Mayor and the Common Council, or their designee, as provided by Article Nine, Section 3 set forth above. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

The City may establish and enforce binding rules in connection with its operation and the maintenance of discipline provided such rules are not inconsistent with the provisions of this Agreement.

#### MANAGEMENT RESPONSIBILITY

It is recognized that the Management of the Department, the control of its properties, and the maintenance of order and efficiency are sole responsibilities of the City. Accordingly, the City retains all rights, except as they may be specifically modified in the Agreement, including but not limited to: selection and direction of the working forces; to hire, suspend or discharge for cause; and make reasonable any binding rules which shall not be inconsistent with this Agreement; to assign, promote, transfer, to determine the amount of overtime to be worked, to relieve Employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and control of equipment and materials, and to purchase services of others, contract or otherwise.

### ARTICLE ELEVEN

#### EQUAL EMPLOYMENT OPPORTUNITY

Acknowledging the moral principles inherent in Federal and State legislation, the parties to this agreement hereby affirm that they shall ensure equal opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, national origin, political affiliation or belief.

The parties further affirm the concept and philosophy that equal opportunities shall be provided for, but not restricted to, all components of employment, recruitment, selection, assignment, compensation, benefits, promotion and training.

All references to employees in this Agreement designate both sexes, and whenever gender is used, it shall be construed to include male and female employees.

## **ARTICLE TWELVE**

### **EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

## **ARTICLE THIRTEEN**

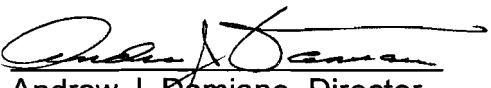
### **LEGISLATIVE ACTION**

IT IS UNDERSTOOD 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 THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN SUCH APPROVAL.

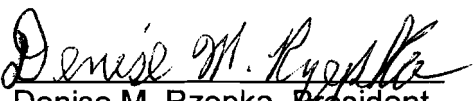
IN WITNESS WHEREOF, the parties have set their hands and seals, by their duly authorized representative, the day and year first above written.

CITY OF CORTLAND, NEW YORK

by   
Thomas Gallagher, Mayor

by   
Andrew J. Damiano, Director  
of Finance and Administration

CITY OF CORTLAND  
CROSSING GUARDS ASSOCIATION

by   
Denise M. Rzepka, President