



# OFFICE OF LABOR RELATIONS

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*Director, Employee Benefits Program*

September ~~22~~23, 2016

Henry Garrido, Executive Director  
District Council 37, AFSCME, AFL-CIO

Shaun D. Francois I, President  
Local 372, DC 37, AFSCME, AFL-CIO

125 Barclay Street  
New York, New York 10007

Dear Mr. Garrido and Mr. Francois:

The parties recognize a mutual commitment to the creation of an additional Level II in the School Crossing Guard civil service title for the purpose of providing supervision of School Crossing Guards and occasional fill in at school crossing posts vacant due to a daily absence.

As soon as practicable after the execution of this letter, a classification resolution will be issued adding the new assignment level. In addition, as soon as practicable after the execution of this letter, a new draft job specification will be issued. Nothing contained herein shall diminish either parties' rights regarding future classifications and/or job specification amendments for this or any other title.

Effective upon the issuance of the classification resolution by the Department of Citywide Administrative Services, the parties agree that the following wage rate shall apply:

| Title                          | Hourly Wage Rate |
|--------------------------------|------------------|
| School Crossing Guard Level II | \$15.44          |

The above wage rate shall apply for the remainder of the term of the 2010-2017 City of New York-District Council 37 Economic Agreement, and be subject to future DC 37 economic agreements.<sup>1</sup>

<sup>1</sup> In the event there is no successor economic agreement in place upon expiration of the 2010-2017 Economic Agreement, the wage rate shall remain in effect pursuant to the status quo provisions of the New York City Collective Bargaining Law until execution of a successor agreement.

School Crossing Guards in assignment level II shall work and be paid for 8 hours per day plus up to a 2 hour unpaid break during the work day, one hour of which shall be an unpaid lunch, and shall be full-time employees subject to the provisions of the Citywide Contract, including welfare fund contributions as provided therein. Annual leave may be used on days when public schools within the Level II's assigned area are not in session or during the summer, subject to the needs of the Department and any applicable state and federal laws. Where more than one Level II is assigned to a precinct, annual leave requests shall be approved on the basis of seniority on a rotational basis.

School Crossing Guards in assignment level II shall be covered by the following articles of the School Crossing Guard Collective Bargaining Agreement: I, II, X, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV.

Time spent within a precinct as a level II shall be included for purposes of calculating precinct seniority for the "post and pick" provision of the School Crossing Guard Unit Agreement.

In the event a level II returns to a level I assignment/pay, whether voluntarily or involuntarily, and the school crossing guard has no prior accrued precinct seniority where there is a vacancy, the school crossing guard shall have the right of first refusal to return to his/her prior precinct should a vacancy become available; and, upon return, his/her prior accrued precinct seniority shall be restored. A returning school crossing guard shall be assigned to an available vacant post. At the next scheduled post and pick the school crossing guard shall be eligible to participate based on his/her precinct seniority.

For all other purposes seniority shall continue to accrue uninterrupted regardless of assignment level.

It is understood between the parties that Assignment Level II is considered a higher-level opportunity for the Level I School Crossing Guards. To that end, the employer agrees to post internally *first* for all available Level II positions. Seniority shall be among the factors considered by the Department in determining assignment to level II. Internal postings shall include a requirement for prior school crossing guard experience. In the event there are insufficient internal applicants who have accepted a Level II assignment, the Employer shall notify the Union, and if requested, shall meet with the Union prior to posting any available positions for the public.

#### Replacement Squad

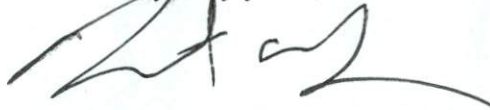
The parties recognize a mutual commitment to creation of a replacement squad made up of new hires for purposes of covering vacant posts for the 2016-17 school year. Replacement squad assignments shall be no less than 5 hours per day. Prior to the end of June 2017, or earlier if needed, the parties shall meet to discuss issues associated with continued use of a replacement squad including but not limited to increasing the number of hours/shift; process for moving from the replacement squad to a fixed post, and use of only new hires for the replacement squad. Seniority for replacement squad members shall accrue in accordance with the School Crossing Guard Unit Agreement.

Standing Recruitment Committee

The parties agree to form a standing recruitment committee to review and address concerns related to hiring practices and recruitment efforts. This committee will convene upon a request by either party.

The provisions of this letter of agreement shall be incorporated into the successor to the 2008-2010 School Crossing Guard Unit Agreement except that Article IV of the School Crossing Guard Unit Agreement shall not apply to the extent that it conflicts with other provisions of this Letter of Agreement.

Very truly yours,



Robert W. Linn

Agreed and Accepted on Behalf of District Council 37,  
AFSCME, AFL-CIO

BY:



Henry Garrido  
Executive Director

Agreed and Accepted on Behalf of Local 372, District Council 37,  
AFSCME, AFL-CIO

BY:



Shaun D. Francois I  
President