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Amherst Central School District And
Amherst Csd Lunch Employees Assn

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AGREEMENT BETWEEN

AMHERST CENTRAL SCHOOL DISTRICT

AND

**AMHERST CENTRAL SCHOOL DISTRICT
LUNCH EMPLOYEES ASSOCIATION**

SEPTEMBER 1, 1998 - JUNE 30, 2002

RECEIVED

OCT 20 2000

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

20

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Accident Reporting Procedures
Request for Leave, School Lunch
Personnel

PREAMBLE

THIS AGREEMENT is made by and between the AMHERST CENTRAL SCHOOL DISTRICT (herein referred to as the DISTRICT) and the AMHERST CENTRAL SCHOOL LUNCH EMPLOYEES ASSOCIATION, (herein referred to as the ASSOCIATION).

The DISTRICT and ASSOCIATION recognize their mutual responsibility to work together to provide food services which will provide well-balanced meals served in a healthful environment, and to encourage harmonious relationships between the schools and the community.

1 RECOGNITION

The Amherst Central School Lunch Employees Association is hereby recognized as the official negotiating Agent for all school lunch personnel in the following classifications: Food Service Helper I, II and III, Cook, and any new school lunch job titles established by the DISTRICT during the term of this Agreement.

2 AREAS FOR DISCUSSION AND AGREEMENT

2.1 Collective Negotiations

The District and the Association agree to enter into collective negotiations in accordance with the procedures set forth herein, in a good faith effort to reach mutual understanding and agreement regarding matters related to salaries, hours, and other terms and conditions of employment.

2.2 Civil Service Law

The District and the Association recognize that it must operate in accordance with the statutory provisions of the Civil Service Law and such other rules and regulations as are promulgated by the Civil Service Commission in accordance with such statutes.

3 NEGOTIATION PROCEDURE

3.1 Negotiating Teams

Designated representatives of the District will meet with representatives designated by the Association for the purpose of negotiating a mutually satisfactory agreement. It is agreed that each team will not exceed four (4) members.

3.2 Opening Negotiations

Upon the request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set within thirty (30) days following such request.

3.3 Negotiation Practices

Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, such additional meetings shall be held as the parties may require to reach an understanding. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular working day, except by mutual agreement.

3.4 Exchange of Information

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue under consideration. The parties also agree that prior to reaching an agreement, the proceedings of the negotiations shall not be released unless such issuance has the prior approval of both parties.

3.5 Reaching Agreement

When consensus is reached covering the areas under discussion, the proposed agreement shall be submitted to the Association and the District for approval.

3.6 Resolving Differences

Either party may request the Public Employment Relations Board to assist them if they have failed to reach agreement and are thus at impasse. Such request for assistance shall not be submitted until after notification to the other party in writing. Such mediation and fact finding will be governed by the provisions of Section 209 of the Civil Service Law.

4 JOB CLASSIFICATION AND DEFINITION

Class I Food Service Helper - thirty (30) or more hours per week

Class II Food Service Helper - twenty (20) or more hours per week.

Class III Food Service Helper - less than twenty (20) hours per week. Such employees are covered only by those sections of the Contract in which they are specified.

Cook - a Class I employee on the secondary level whose assignments include assisting the Cook Manager of the school and who will assume the responsibility of supervision of the kitchen and lunch room when the Cook Manager is not available.

5 SALARIES

5.1 Salary Payments

The salary schedules in Addendum A shall be effective *September 1, 1998* and all employees shall be placed on the schedule based on years of service. All employees shall be paid on an hourly basis.

5.1.1 Annual Salary for Payroll Purposes

Employee's hourly rates will be translated into an annual salary based upon the estimated hours and days to be worked in the school year.

This is not intended to be a guarantee of any hours beyond the hours actually required to be worked. When school scheduling does not call for food service or calls for restricted food service, hours will be adjusted on the basis of seniority by class. All employees will be paid in twenty-one (21) bi-weekly payments.

5.2 Longevity Adjustment

Employees who achieve 10, 15, 20 or 25 years of service with the District in this bargaining unit shall receive a longevity adjustment of \$200 per salary at the next anniversary of 10, 15, 20 or 25 years after September 1, 1998.

6 WAGES AND HOURS

6.1 Workweek, Workday

6.1.1 Workweek

The workweek is defined as the seven-day period beginning on Sunday at 12:01 a.m. and ending on Saturday at midnight.

6.1.2 Hours of Work

All Food Service personnel will work the hours regularly assigned by the School Lunch Manager. The Breakfast Program is considered to be part of regular hours. All personnel are entitled to an unpaid "noon-day meal period" of "at least 30 minutes" as required under Section 162 of the New York State Labor Law.

6.1.3 Extra Work

Food Service Employees requested to work beyond the regular student lunch service workday will be paid one and one-half (1.5) times their regular hourly rate. All such work will be approved by the School Lunch Manager, or designee, prior to being performed.

7 LEAVE POLICY

The District Absence/Leave Application shall be used for all requests for leave (Addendum C).

7.1 Health Leave -

7.1.1 Class I and Class II Food Service Helpers

Ten (10) days paid health leave per year. Health leave may be accumulated to a maximum of one hundred fifty (150) days.

The employee will be credited as of the first workday of the school year. Persons hired after the first workday shall have health leave prorated on the basis of months worked. The employee will be credited for a month if (s)he works half or more of the workdays in the month.

After an absence of five (5) or more consecutive workdays, an employee may be required to furnish a statement from a physician to the effect that the illness or disability prevented the employee from performing his/her duties.

7.1.2 Accumulated health leave days

An employee of Class I or II retains accumulated health leave days upon transfer to a Class III position.

7.1.3 Class III Food Service Helpers

Refer to Article 7.4.4

7.2 Health Leave Bank

A Health Leave Bank will be established to aid Association members who suffer a disabling illness or injury and have exhausted their Annual and Accumulated Health and Personal Leave. Extended health leave is defined for this group as a period of absence from work due to illness of not less than six (6) consecutive work days.

7.2.1 Bank Eligibility

The District shall open a Health Leave Bank with an initial deposit of one-hundred (100) days at the beginning of each school year.

In order to be entitled to use the Health Leave Bank, each Class I, II and eligible Class III employee must (1) donate one health leave day to the Health Leave Bank by September 30, 1999; (2) donate a second health leave day to the Health Leave Bank by September 30, 2000 and (3) have completed one year of employment by September 30, 2000. Any employee who does not donate both health leave days will not be eligible to withdraw from the Health Leave Bank after October 1, 2000 for the remaining years of this Agreement.

7.2.2 Maintenance of Health Leave Bank Balance

There will be a mandatory balance of fifty (50) days in the Health Leave Bank. If the balance drops below fifty (50) days, all Class I and Class II employees will donate one health leave day. This donation will be matched by the District at the rate of one-half day per day of employee donation. There will be no maximum number of days in the Health Leave Bank. All days accumulated during one year will be carried over into the next school year.

7.2.3 Class III Employees - Eligibility

Class III part-time employees working fewer than four (4) hours per day can become eligible to use the Health Leave Bank if their leave balance is three (3) days or more on September 30, 1999.

7.2.4 Use of the Health Leave Bank

Class I, II and qualified Class III employees may draw a maximum of thirty (30) days from the Health Leave Bank providing they have exhausted all personal leave accruals. Class III employees must meet eligibility requirements as stated in 7.2.3. An employee's application for Health Leave Bank days must be made in writing to the Association and District prior to exhaustion of available accruals and at least ten (10) days before the first proposed leave day. If an emergency situation arises that makes it impossible to meet the ten (10) day deadline, the employee shall notify the Association and the District as soon as possible.

Request for use of the Health Leave Bank must be accompanied by written verification of the employee's illness by an accredited physician.

7.2.5 Lifetime Benefit

The maximum Extended Health Leave benefit to which any employee is entitled during his or her total period of employment with the District is thirty (30) days.

7.2.6 Health Examination

The District may require an employee who requests to use the Health Bank to submit to a health examination by a physician.

7.3 Family Care Leave

Family Care leave without pay shall be granted for up to one (1) year. To be reinstated, the employee shall notify their immediate supervisor and the Personnel Office of their intention to return to active service not less than two (2) months before the time when they wish to return. Timely requests for alternate return dates shall not be unreasonably denied. Failure to return to service at the end of the one (1) year shall constitute an automatic resignation.

7.4 Other Leave Days

7.4.1 Personal Leave

Class I & II employees will be granted a maximum of three (3) personal leave days per year.

Personal business is defined as any essential business which cannot be conducted after school, or weekends, or during vacation periods, or is defined as an emergency over which an employee has no control and which requires his/her immediate attention.

Notification, in writing, on the District form (See Addendum C) shall be given by the employee as far in advance as possible.

Unused personal leave days will convert to health leave days for the following year.

7.4.2 Leave for Death in the Immediate Family

Class I & Class II employees shall be granted up to three (3) consecutive working days for a death in the immediate family. Immediate family shall include spouse, child, father, mother, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law and sister-in-law.

7.4.3 Court Leave

Class I & Class II Food Service personnel shall be entitled to leave without the loss of pay for Jury Service, providing the District shall be reimbursed for that portion of Jury Service pay covering other than transportation and meals paid to the employee. This provision shall also apply to summons or subpoenas as a witness in a court action in which the employee is not a party.

7.4.4 Other Leave Days for Class III Employees

Class III employees will be granted a maximum of three (3) paid leave days per year to be used for any leave purpose covered under Article 7. Such days may accumulate to a maximum of ten (10) days.

8 INSURANCE

8.1 Group Health Insurance

8.1.1 Blue Cross/Blue Shield Insurance

Employees who elected to participate in the Blue Cross/Blue Shield Group Insurance Program or designated District primary health insurance plan, may do so with full payment of the premiums by the employee to the District.

The plan will be the individual or family Blue Cross/Blue Shield (Standard 42/43, Select 60/61) with \$5.00 Co-pay Prescription Rider (without contraceptive coverage) or the designated District primary health plan.

8.1.2 Major Medical Insurance

The District shall provide fully-paid Major Medical coverage for all employees with the District's Blue Cross/Blue Shield or designated primary insurance plan. This coverage will be the \$100 deductible, unlimited, District plan.

8.1.3 Health Maintenance Organization (HMO) Insurance

Any employee who is eligible for medical coverage, may, as an alternative, participate in a Health Maintenance Organization (HMO) plan. The District will contribute the same dollar amount towards the HMO premium as it contributes toward the Principal Major Medical premium.

8.2 Group Dental & Vision Insurance

Dental and vision insurance is offered to eligible members with 100% of the premium to be paid by the employee.

8.3 Group Life Insurance

All lunch employees will be covered by Group Life and Accidental Death & Dismemberment Insurance in the amount of \$3,000 fully paid by the District.

8.4 General

All employees desiring medical coverage must file a certificate provided by the Payroll Department listing all group health insurance by which the employee is covered, and include the type of coverage, name of carrier and, if applicable, the name of the employer who sponsors or supplies such group health insurance. The above information must be filed annually by July 1.

8.4.1 Duplicate Coverage

No overlapping types of insurance will be permitted. This includes family medical, Health Maintenance Organization (HMO), dental, or vision insurance available through the employment of the spouse of the Amherst employee covered by this Agreement. The employee must choose between coverage provided under this contract and the coverage available through a spouse. The intent is for only one employer to be charged for any part of one family's medical insurance(s). The term "covered" shall mean that the employee is considered by the insuring agent to be eligible for health insurance benefits as provided in its plan.

8.4.2 Contract Year

The contract year for hospitalization/medical, dental, and vision coverage shall be September 1 through August 31.

8.4.3 Change of Status

A change in marital, dependent, and/or employment status requested by the employee and permitted under the terms of the plan governing the insurance, will be a permitted exception to the time considerations given above.

9 GENERAL CONDITIONS OF EMPLOYMENT

9.1 Accidents and Injuries

All Food Service employees are covered by the District under the New York State Workers Compensation Law. Any accident or injury suffered by such employee on the job or on school business outside the confines of the building in which they are regularly employed must be reported immediately in the manner prescribed in Addendum B of this contract. Should these procedures be violated, the District is herewith not held liable for any monetary liability not covered by the Workers Compensation Insurance carried by the District.

9.2 Snow Days

On "snow days" or other "emergency days" designated by the Superintendent of Schools or designee, all Food Service personnel will remain at home, except as provided below, and will receive full pay for that day up to a maximum of three (3) days per year.

Food Service personnel called in by the School Lunch Manager to work on such days shall receive their regular pay plus one and one-half (1.5) times their regular rate for the hours worked.

9.3 Tenure and Job Protection

The School District will provide tenure and job protection to all employees covered by this Agreement as presently guaranteed for food service helpers under the applicable sections of the New York State Civil Service Law.

9.4 Vacancies

For purposes of this Section, a "vacancy" shall refer to vacancies in positions regularly classified as twenty (20) hours or more per week, which are affirmed by the District to be ones of continuing need, but shall not be deemed to include vacancies caused by sick leave, personal leave, child care leave, or any other leave of absence of two (2) years or less.

Vacancies shall normally be posted for a period of five (5) workdays. All qualified personnel shall be given the opportunity to make application for such positions. Any employee must do so in writing to the District prior to the posted deadline date for filing an application.

A current employee may file an annual written notice with the School Lunch Manager as a request for change or consideration for any vacancy during that school year.

Should a vacancy occur during summer recess, the School Lunch Manager will provide the Association president with a copy of the posted vacancy.

The District will consider the following items when filling a posted vacancy:

- Applicant's length of service with the District
- Applicant's qualifications
- A probationary period to determine if the applicant can successfully perform the job
- The possibility of splitting the job in order to award more hours to current employees.

9.5 Resignations/Retirement

Letters of resignation/retirement must be submitted through the School Lunch Manager to the Director of Administrative Services. Such letters should be submitted at least thirty (30) days prior to the anticipated termination date of employment, except as provided in 9.6 below.

9.6 Retirement Award

The District shall pay a monetary award based upon three-quarters of the number of accrued health days, not to exceed 75, multiplied by the employee's per diem rate at the time of retirement. The employee must be at least 55 years of age and have completed 15 years of service to the District. Employees who are eligible to receive this award must give the District written notification no later than April 1, of their intention to retire effective July 1.

9.7 Additional Time

When absenteeism mandates, additional time required will be offered to other employees of the building wherever possible. If volunteers are not available, the School Lunch Manager may assign the additional time as required to other employees of the building at their normal rate of pay.

9.8 Substitutes

When a regular employee is absent, the District School Lunch Manager and/or the Cook Manager will make every reasonable effort to obtain a substitute at the earliest possible time.

In the event that a substitute worker is not provided for a workday, the remaining employees shall be compensated for the time of the absent employee(s) in thirty (30) minute increments divided by the number of employees who worked that day. This additional compensation shall be at the regular rate of the compensated employee(s) for each complete half hour worked.

Example: If an absent employee were to have worked five hours, and a substitute could not be provided, and if four other employees worked on site that day, a total of five hours of additional compensation would be divided among the four remaining employees as follows:

$300 \text{ minutes (5 hours)} \div 4 \text{ employees} = 75 \text{ minutes}$

Rounded up to 90 minutes = 3 one half hour increments per employee.

All remaining employees shall share the extra work.

When a Food Service employee replaces a Cook or a Cook replaces a Cook-Manager, the employee shall be paid a bonus of one dollar an hour. Effective with the thirty-first day and thereafter an additional ten cents an hour will be paid. Bonus amounts will be paid only during the time an employee has been assigned by the School Lunch Manager to replace a Cook or Cook-Manager and the time shall not accumulate from one replacement assignment to another.

9.9 Workshops

District sponsored workshops and meetings will be attended by all School Lunch employees. Attendance at these workshops and meetings will be paid at the regular hourly rate.

9.10 Notice of Continuing Employment

The District shall provide a letter notifying an employee of continuing employment following the summer vacation recess no later than June 30 of the current school year. It shall specify job, pay scale, and estimated minimum working hours per day for the following school year.

9.11 Uniform Allowance

The District will purchase uniforms annually for all employees, contributing \$100 per employee. The District will inform the Association by August 1st of each year of the store where uniforms will be purchased and the method of paying for any amount in excess of \$100.

10 GRIEVANCES

10.1 Definition of a Grievance

For the purpose of this section, a grievance shall mean any claimed violation, misinterpretation, or unlawful application of any of the provision of this contract. If the question in any way is construed not to be covered by the contract language by either party no grievance may be filed.

10.2 Grievance Procedures

10.2.1 Step 1

The employee with a grievance under the terms of the contract shall, within five (5) working days, discuss the matter with their immediate supervisor.

10.2.2 Step 2

If the grievance is not thus informally resolved within five (5) working days, the employee shall reduce the grievance to writing and submit the same to the School Lunch Manager within five (5) working days after the initial time period noted above.

10.2.3 Step 3

When a grievance is not resolved in Steps 1 or 2 the employee will submit the written grievance to the Director of Administrative Services within five (5) working days after the initial fifteen (15) day period. The Director of Administrative Services must reply within ten (10) working days and a resolution must be reached in writing, within twenty (20) working days after submission under Step 3.

10.2.4 Step 4

If the grievance is not resolved in Steps 1 through 3, the employee may request, in writing, a review of the matter by an Administrative Review Panel. Such request must be submitted within five (5) working days after Step 3, and said panel must reply within fifteen (15) working days after the receipt of the grievance. The panel will be comprised of three (3) members of the Board of Education and the Superintendent of the Amherst Central School District. In the event that the Food Service employee fails to accept the decision of the Administrative Review Panel on the grievance, the Food Service employee shall be free to pursue any remedy available under the law.

11 TOTALITY OF AGREEMENT

This agreement incorporates the entire understanding of both parties on all issues which have been discussed during the negotiations. Therefore, both parties agree that negotiations will not be reopened on any item whether continued herein or not, during the life of this agreement, except by mutual agreement, in writing, of the parties to the contract.

12 NO STRIKE PLEDGE

The Amherst Central School Lunch Employees Association and the District recognize that strikes and other forms of work stoppage by public employees are contrary to law and public policy. They agree that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

The Association therefore agrees that no employee shall engage in a strike against the District, and the Association shall not cause, instigate, encourage, or condone a strike against the District.

13 DURATION

This agreement shall be effective *September 1, 1998 and expire June 30, 2002*. If the new agreement has not be negotiated and approved by the expiration date above, all the terms of the agreement shall be automatically extended until a new agreement is approved by the Association and the District, but such extension shall not exceed one (1) year.

14 IMPLEMENTATION AND AMENDMENT

This negotiation agreement shall become effective upon its approval by a majority of the Association members and a majority of the individual Board members. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

In witness whereof the parties have hereunto set their hands and seals.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

DATE: ..

James Ford
5/26/99

DATE: 3/19/99

Jeanne Ebyington

ADDENDUM A

LUNCH EMPLOYEES ASSOCIATION

HOURLY RATES (1998-2002)

	Food Service Helper			
97-98	98-99	99-00	00-01	01-02
\$6.85	\$7.26	\$7.52	\$7.79	\$8.06
\$7.15	\$7.56	\$7.82	\$8.09	\$8.36
\$7.45	\$7.86	\$8.12	\$8.39	\$8.66
\$7.75	\$8.16	\$8.42	\$8.69	\$8.96
\$8.05	\$8.46	\$8.72	\$8.99	\$9.26
\$8.25	\$8.66	\$8.92	\$9.19	\$9.46
\$8.45	\$8.86	\$9.12	\$9.39	\$9.66
\$8.65	\$9.06	\$9.32	\$9.59	\$9.86
\$8.85	\$9.26	\$9.52	\$9.79	\$10.06

Food Service Helper - New Hires			
98-99	99-00	00-01	01-02
\$7.00	\$7.26	\$7.53	\$7.80
	\$7.10	\$7.37	\$7.64
		\$7.20	\$7.47
			\$7.30

Cook			
98-99	99-00	00-01	01-02
\$9.96	\$10.22	\$10.49	\$10.76

Longevity Increment - Employees who achieve 10, 15, 20 or 25 years of service with the District in this bargaining unit shall receive a longevity adjustment of \$200 per salary at the next anniversary of 10, 15, 20 or 25 years after September 1, 1998. (Refer to Article 5.2 of this Contract)

ADDENDUM B

Accident Reporting Procedures

1. Any injury or accident must be reported to your Cook Manager immediately.
2. Report to the School Nurse (mandatory).
3. The School nurse will fill out the accident or injury report, one (1) copy of which must be returned to the School Lunch Manager

ADDENDUM C

**AMHERST CENTRAL SCHOOL DISTRICT
Request for Leave
School Lunch Personnel**

Each employee, when taking leave as provided under this contract, shall submit this request to the District School Lunch Manager. Whenever possible, this form shall be submitted in advance and, in other cases, immediately upon return from such leave.

Effective Date of Leave _____

Type of Leave (Check One) Health Personal Personal Care

Reason: _____

Will you be requesting days from the Health Leave bank? Yes No

Date Employee's Signature

I Recommend Approval

I Do Not Recommend Approval

Date Supervisor's Signature

APPROVED

Date District School Lunch Manager

**THIS INFORMATION IS CONFIDENTIAL AND WILL BE FILED IN EMPLOYEE'S
PERSONNEL FILE**