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Contract Database Metadata Elements

Title: **Suffolk Regional-Off Track Betting Corp and International Brotherhood of Teamsters (IBT), Teamsters Union Local 237 (2007)**

Employer Name: **Suffolk Regional-Off Track Betting Corp**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **Teamsters Union Local 237**

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GEN / 7240

LOCAL 237
International Brotherhood of Teamsters

And

Suffolk Regional Off Track Betting Corp

January 1, 2007 – December 31, 2011

RECEIVED

JUL 21 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

235

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AGREEMENT made this 21st day of March, 2008 between Suffolk Regional Off-Track Betting Corporation, a public benefit corporation, incorporated under the laws of the State of New York, having its principal place of business at 5 Davids Drive, Hauppauge, New York 11788 (hereinafter referred to as the "Employer"); and TEAMSTERS UNION LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, having its office and principal place of business at 1727 Veterans Memorial Highway, Islandia, New York 11749 (hereinafter referred to as the "Union").

WITNESSETH:

**ARTICLE I
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to salaries and wages, hours of employment and other conditions of employment and the administration of grievances arising thereunder for the term of this agreement for all of the following full and part-time employees of the Employer: Cashiers, Floaters, and Attendant/Custodians excluding Managers, Assistant Managers, and other persons employed in a managerial capacity, pursuant to the provisions of the Public Employees Fair Employment Act, as amended, hereby grants the Union unchallenged representation status in the above-described bargaining unit for the maximum period permitted by law. Security Investigators shall also be excluded.

**ARTICLE II
DUES AND DEDUCTIONS**

Section 1:

Upon filing of dues deductions authorizations upon such form as shall be provided by the Union, the Employer agrees to deduct union dues from the wages of all such union members for whom dues deduction authorizations have been received by the Employer, so long as same shall be authorized and forward such amounts to the Union, monthly together with a list of employees from whose wages the dues have been deducted. The withholding shall commence with the first full pay period following the receipt of the employee's dues deduction authorization.

Section 2:

The Union shall provide its members with the necessary dues deduction authorization form which shall be uniform as to form.

Section 3:

An agency shop will be implemented and all employees of the Employer for which the union is the certified bargaining agent, who are not members of the Union, will be required to make payments equivalent to the regular dues as permitted by the New York State Legislature and the same said payments shall be deducted and forward in the same manner as provided in Section 1.

Section 4:

The Employer shall not be responsible or liable in any way for dues deductions except as to such amounts as are actually deducted and the records of the Employer as to dues collected shall be conclusive.

Section 5:

The Employer shall make no deductions from the wages of any employee in the bargaining unit for dues for any other employee or labor organization whether or not authorizations or requests are filed for same.

Section 6:

Dues deduction authorization shall be effective for the period of this agreement and for successive periods thereafter, unless revoked by the employee in a written notice, sent certified mail to the employer and the Union within ten (10) days prior to the expiration of such period or any successive period, or on the annual anniversary membership date in the Union of the revoking employee. The Employer shall continue to deduct Agency Shop Dues in accordance with Section 3.

Section 7:

D.R.I.V.E. – Whenever authorized by any unit member on a form or forms approved by the Union and the Employer, payroll deductions on behalf of such unit member shall be made every payday and paid in accordance with such forms.

Section 8:

The Union assumes the full responsibility for the disposition of any funds deducted once they are transmitted to the Union.

**ARTICLE III
NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate in any way against the employees covered by this agreement on account of race, religion, creed, color, national origin, political affiliation, sex, age, disability, membership or failure of membership in the bargaining unit.

**ARTICLE IV
NO STRIKE CLAUSE**

Section 1:

The Employer and the Union recognize that strikes and other forms of work stoppages by the employees covered by this agreement are contrary to the law and public policy. The Union and the Employer subscribe to the principle that all differences shall be resolved by peaceful and appropriate means without interruption of the normal duties necessary to the normal operation of the Employer. The Union, therefore, agrees that it will not authorize, or cause any strike or stoppage, or other interference, with operations, nor will it encourage or condone any member of the Union to take part in a strike, stoppage, or other interference of operations during the term of this agreement.

Section 2:

The parties shall comply in all respects with the Taylor Law. Violations of this provision shall subject the parties and individuals to penalties proved by law.

**ARTICLE V
THE WORK WEEK**

Section 1:

The work week for full-time employees shall consist of thirty five (35) hours, five (5) days of seven (7) hours each exclusive of meal times, Monday through Saturday with the exception of employees currently working forty (40) hours, five (5) days of eight (8) hours each exclusive of meal times, Monday through Saturday who will be grandfathered in and shall retain their forty (40) hours unless the employee opts out and requests a thirty five (35) hour work week which will then become the employee's regular work week. The work week for part-time employees shall consist of a minimum of eighteen (18) hours, consisting of a minimum of three (3) to six (6) hours each day for no more than four (4) days, Monday through Saturday. Only those employees who were working less than sixteen (16) hours a week on a regular basis as of January 1, 1988, shall be exempt from the requirements of working a minimum work week and must work a minimum of twelve (12) hours a week.

Section 2:

Employees hired after March 21, 2008 shall work Monday through Sunday with Sunday being paid at time and one half (1 ½).

1. Any employee hired before March 21, 2008 wishing to opt into a work week including Sunday, with Sunday at time and one half (1 ½), which will then become the employee's regular work week, may do so being scheduled on Sunday as needed.
2. Any employee hired before March 21, 2008 will have first consideration to work Sunday as an extra shift at time and one half (1 ½) with a six (6) month sign-up period based on seniority with a rotating schedule.

Section 3:

The employee and the Employer may mutually agree to arrange for schedules which provide for less than a four and one half (4 ½) hour shift.

Section 4:

Effective January 1, 1989, all employees who work a regular schedule of at least thirty (30) hours a week shall be regarded as full-time employees. The thirty (30) hours shall be exclusive of Sunday employment.

Section 5:

The persons serving in the position of Attendant/Custodian shall be guaranteed an eighteen (18) hour work week consisting of a minimum of three (3) to six (6) hours each day for no more than four (4) days, Monday through Saturday. The employee shall not be required to work more than four (4) days in any one (1) week. To the extent that any other provision of the contract is inconsistent with this section, this section shall govern.

Section 6:

Employees may be required to work on Sundays at the rate set forth in Article VI, Section 6.

Section 7:

The job descriptions of the employees within the unit are set forth in Article XIX.

Section 8:

All employees who were on the payroll of the Employer on December 31, 1981, shall not be required to work subsequent to 9:00 p.m. Employees on the payroll as of December 31, 1981 shall be given first opportunity for job assignment requiring work after 9:00 p.m. In the event the Employer hires new employees for service after 9:00 p.m. the number of employees on the payroll as of December 1, 1981 shall not be reduced by reasons of the hiring of new employees.

Section 9:

All cashiers hired prior to January 1, 1988 are considered permanent employees. All cashiers hired starting January 1, 1988 will be a "floating cashier."

**ARTICLE VI
SALARY AND OVERTIME**

Section 1:

The cashiers and floating cashiers hired prior to ratification shall be paid the following hourly rates of pay for the period January 1, 2007 through December 31, 2011:

(SEE ATTACHMENT – APPENDIX "A")

The cashiers and floating cashiers hired after ratification shall be paid the following hourly rates of pay for the period January 1, 2007 through December 31, 2011:

(SEE ATTACHMENT – APPENDIX "A1")

Section 2:

Those persons performing the duties of the position of Attendant/Custodian hired prior to ratification shall be paid the following hourly rates of pay for the period January 1, 2007 through December 31, 2011:

(SEE ATTACHMENT – APPENDIX "B")

Those persons performing the duties of the position of Attendant/Custodian hired after ratification shall be paid the following hourly rates of pay for the period January 1, 2007 through December 31, 2011:

(SEE ATTACHMENT – APPENDIX "B1")

Section 3:

New Employees shall be subject to a 10-step wage plan to bring new employees to top of the pay rate in each classification as set forth in Appendix notes.

In accordance with our understanding, the agreement is supplemented by the following representations:

1. With respect to the employer's efforts to provide a 20-hour work week, the employer shall exert its best efforts to accommodate those employees desiring to work additional hours to aggregate a twenty hour week, exclusive of Sunday hours for employees hired prior to ratification and inclusive of Sunday hours for employees hired after ratification. The additional time may be provided in the employee's own and in other branches and will provide that no employee shall be scheduled to work less than 3 hours on more than one day. The Employer and employee shall establish a labor/management committee to evaluate the progress of the effort.
2. A labor/management relations committee shall be established which shall endeavor to meet 4 times a year to discuss problems of mutual concern to the employer and to the union. The meetings shall initially contain an agenda, which shall discuss situations with respect to individual problems concerning the relationship of the employees, the managers and the questions of the work performed by the employees in their respective job classifications.

Section 4:

Merit increases for any employee may be initiated by the Employer at any time for exceptional service by mutual agreement of the Union and the Employer.

Section 5:

In the event the Employer institutes "Sports Betting" i.e., betting on sports other than horse racing, then in such event the parties agree to discuss the impact upon the employees.

Section 6:

1. All employees shall be paid time and one half (1 ½) for any and all work performed in excess of forty (40) hours in any work week and for any hours worked on Sunday.
2. Employees who are eligible for overtime will receive pay at their straight time rate for the first forty (40) hours in the scheduled work week.
3. All employees required to work after 7:00 p.m. shall be entitled to a night differential pay equivalent to 10% of the applicable hourly rate of pay for those worked after 7:00 p.m.

Section 11:

All cashiers shall be adequately funded in accordance with branch needs.

Section 12:

The Employer may extend one employee's shift per branch up to one hour.

Section 13:

The Employer may determine which branch or part thereof shall use bet slips or utilize verbal bets.

**ARTICLE XIX
JOB DESCRIPTIONS**

Section 1:

The job description for each of the positions are set forth below:

CASHIER/FLOATER

General Statement:

Under the supervision, with little latitude for independent or unreviewed action or decision, performs work of more than ordinary difficulty and responsibility in a BRANCH OFFICE or in the TELEPHONE BETTING CENTER.

Duties and Responsibilities:

- a) Accepts, has custody of, and accounts for wagers received in specified events.
- b) Records and transmits wager information.
- c) Operates ticket selling machines, telephone head set and keyboard and other job related machinery and/or equipment.
- d) Responsible for accurate client, account and account balance verification.
- e) Cashing winning tickets, examining for genuineness.*
- f) Assists in the posting of racing information verification thereof.*
- g) Responsible for maintaining good customer relations, for providing customers with racing procedures and terminology and with rules as to time, betting and (*cashing wagers).

h) Performs other related duties as assigned, to include maintaining cleanliness of their work area.

* Applies to cashier in BRANCH OFFICES only.

TRAINERS

Employer agrees that employees who have been identified to help train cashiers and attendant custodians shall be entitled to receive time and one-quarter (1 ¼) for time spent training cashiers and attendant custodians. Further, the Employer and Union agree that employees shall have the right to decline the request of the Employer to participate as a trainer of employees.

ATTENDANT/CUSTODIAN

General Statement:

Under direct supervision of the manager/assistant manager in charge, attends, guards, patrols and cleans the Branch. Also provides racing information in order to satisfy SROTBC needs. Directs customers to points within Branch, coping in tactful manner with various situations involving the public and performing other duties of a regular or special nature, either during the day or at night as required.

Duties and Responsibilities:

- a) Keep premises neat and orderly in the general public area including the removal, at regular intervals during the shift, of discarded bet slips, tickets, racing paraphernalia and other debris from the betting tables and the floor.
- b) Vacuum, sweep and mop floors and lavatories of both employees and public areas and is additionally responsible for dusting and cleaning furniture, walls, window, fixtures and equipment.
- c) Shovels snow from sidewalks, steps and keeps outside premises clean and free from debris.
- d) Directs the public to various windows and assists customers in the preparation of all SROTBC betting forms.
- e) Shall provide an adequate supply of betting slips, pencils, etc. in the public area for customer use.

**ARTICLE XXI
PERSONNEL AND PAY PRACTICES**

Section 1:

Upon written request, any employee shall be permitted to examine his official employment and personnel file. There shall only be one official personnel file. Whenever an employee has examined his or her file, he or she shall acknowledge that he or she has read the material by affixing his or her signature and the date on the file. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy. The employee shall not be allowed more than a reasonable number of examinations to the file

Section 2:

Employee pay checks shall contain an itemization of all deductions.

**ARTICLE XXII
CASH DISCREPANCIES**

Section 1:

- a) All employees entrusted with the responsibility of handling cash shall be held accountable and shall be required to reimburse the Employer for any shortage. Additionally, all overages are the property of the Employer and the employee shall be responsible for payment of all their overages to the Employer.
- b) The cash entrusted to any employee shall be accessible to no one other than that employee.
- c) When the money is turned over to an authorized individual, a proper receipt shall be issued.
- d) Misconduct by an employee with respect to money handling practices is grounds for disciplinary actions.

Section 2:

In addition to the responsibility of every employee for the cash for which he is accountable, administrative action in cases of cash discrepancies may be in the form of:

- a) A notice of deficiency
- b) A verbal or written reprimand
- c) A corrective interview or other documentation
- d) An involuntary transfer to a new position which does not require the employee to handle cash
- e) A fine
- f) Suspension and/or termination

Section 3:

- a) In the event of a shortage or discrepancy of \$1.00 or more at the end of the employee's work day, a notice of discrepancy on a form provided by the Employer shall be served upon the employee.
- b) The employee shall have the right to contest the shortage or discrepancy by filling a protest of shortage form within three (3) days after the discrepancy occurs. The computer records and other records concerning the transaction shall be made available to the employee. The Employer shall notify the cashier of the result of the investigation within ten (10) days.
- c) The Employer agrees to limit the amount deducted from any one pay check to not more than fifteen percent (15%) of the net amount due the employee, providing the amount owed to the Employer is not in excess of \$150. The limitation shall apply only while the employee is in the continued employ of the Employer. The limitation shall not apply after either party has given notice to the other of the termination of employment. The limitation of this provision shall not excuse the employee from the full liability of any deficiency.
- d) If an employee claims that a terminal is out of order, the Employer shall check the terminal and report and certify the condition of the machine. If the terminal is found to be defective as claimed by the employee and a cause of cash discrepancies, any shortage charged to the employee shall be voided or if previously paid, refunded. In the case of a lost bet, a bet poll shall be immediately taken by the manager at the request of the cashier.

**ARTICLE XXIII
TRANSFERS**

Section 1:

A transfer shall mean the shifting of an employee from one work location to another within the County.

Section 2:

All other factors being equal, voluntary transfer shall be made on the basis of greater seniority in the position.

Section 3:

Involuntary transfers shall be made on the basis of least seniority in the position. If a person is involuntarily transferred from one branch to another within the County, then the transferred individual shall have the right to be returned to his original branch if the position becomes available within one (1) year of original transfer.

**ARTICLE XXIV
SUMMER HELP**

The Employer shall have the right to hire temporary employees during the period May 15th through September 15th of each and every year. The summer employees shall not be governed by provisions in this agreement. The summer employees shall not displace or replace a regularly assigned branch cashier and are to be utilized as floating cashiers. In the event a summer employee remains on the payroll subsequent to September 15th, the employee shall be placed upon the payroll as a commencing employee effective the payroll period subsequent to September 15th.

**ARTICLE XXV
AUTOMATIC MACHINES**

The Employer agrees that the installation of automatic betting machines (SAMS) will not result in the discharge of employees employed by OTB prior to July 1, 1988.

**ARTICLE XXVI
SAFETY COMMITTEE**

Two members of the Union shall sit on the Safety Committee established by the Employer. Members will not be compensated for time served.

**ARTICLE XXVII
AMENDMENTS**

An amendment, alteration, or variation of the terms, provisions or conditions of this agreement shall bind the parties hereto providing such amendment, alteration or variation is mutually agreed in and executed in writing in accordance with the requirements of law.

**ARTICLE XXVIII
ABBREVIATED WORK WEEK BENEFITS**

Any employee on the payroll as of January 1, 1988 working on an abbreviated work week shall be entitled to receive sick pay, holiday pay, and vacation pay, equivalent to the hourly pay for those days received by the employee prior to December 11, 1987.

**ARTICLE XXIV
NEW EMPLOYEES**

New employees are those individuals who commenced work after the Union membership ratified the agreement reached by the negotiations between the parties.

SUBJECT OF MEMORANDUM OF UNDERSTANDING

- a) No employee shall be pressured to work more than twenty-three (23) hours, excluding Sunday for employees hired prior to ratification and including Sunday for employees hired after ratification, except in an emergency situation.
- b) The written lotto procedure is reaffirmed and shall be followed.
- c) The rotation procedure for extra hours is reaffirmed and shall be followed.

This agreement shall govern the relationship between the parties from January 1, 2007 to December 31, 2011.

SUFFOLK REGIONAL OFF-TRACK
BETTING CORPORATION

By: *[Signature]*
TEAMSTERS UNION, LOCAL 237,
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

By: *[Signature]*

STATE OF NEW YORK }
 } ss.:
COUNTY OF SUFFOLK }

On this 22nd day of May, 2008, before me personally came JEFFREY A. CASALE, to be known and being by me duly sworn, did depose and say that he is the President of SUFFOLK REGIONAL OFF-TRACK BETTING CORPORATION described in and which extended the foregoing agreement: that he knows the seal of the SUFFOLK REGIONAL OFF-TRACK BETTING CORPORATION, and that such seal was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

[Signature]
JEFFREY A. CASALE

Sworn to before me this

22nd day of May 2008

[Signature]
Notary Public

EDNA M. DONOHUE
Notary Public, State of New York
No. 01D04621605, Suffolk County
Term Expires 12/31/09

STATE OF NEW YORK }
 }ss.:
COUNTY OF SUFFOLK }

On this 13 day of May, 2008 before me personally came

Richard Heidershot to me known and being by me duly sworn, did depose and he is the VICE-PRESIDENT, TEAMSTERS UNION LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, described in and which executed the foregoing agreement; that he knows the seal of the TEAMSTERS UNION LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and that such seal was affixed by order of the Board of Directors and that he signed his name thereto by like order.

Richard Heidershot

Sworn to before me this

13 day of May 2008

Judith F. Campbell
Notary Public

JUDITH F. CAMPBELL
NOTARY PUBLIC, State of New York
No. 4787120
Qualified in Suffolk County
Commission Expires November 30, 2009

Appendix Notes:

Members hired after ratification will have the first five (5) steps remain at the 2007 rate of pay.

Salary increases will be retroactive to January 1, 2007.

Retroactive checks will be paid out in two (2) installments: a 2007 check and a 2008 check.

Vacation time will be divided by five (5) years and paid out over the course of the contract to bring employees down to the vacation cap.

2007

January 1, 2007 salary increase is 2.50%.

2008

January 1, 2008 salary increase is 2.75%.

2009

January 1, 2009 salary increase is 2.75%.

2010

January 1, 2010 salary increase is 3.00%.

2011

January 1, 2011 salary increase is 3.50%.

**2007-2011 NEW SALARY SCHEDULE
APPENDIX A**

Cashiers

Step	2007	2008	2009	2010	2011
1	\$11.88	\$12.21	\$12.54	\$12.92	\$13.37
2	\$12.27	\$12.61	\$12.95	\$13.34	\$13.81
3	\$12.79	\$13.14	\$13.50	\$13.91	\$14.40
4	\$13.40	\$13.77	\$14.15	\$14.57	\$15.08
5	\$13.98	\$14.36	\$14.76	\$15.20	\$15.73
6	\$14.54	\$14.94	\$15.35	\$15.81	\$16.36
7	\$15.28	\$15.70	\$16.13	\$16.62	\$17.20
8	\$16.23	\$16.68	\$17.13	\$17.65	\$18.27
9	\$17.08	\$17.55	\$18.03	\$18.57	\$19.22
10	\$18.10	\$18.50	\$19.11	\$19.68	\$20.37

**2007-2011 NEW SALARY SCHEDULE
APPENDIX B**

Attendant-Custodians

Step	2007	2008	2009	2010	2011
1	\$11.88	\$12.21	\$12.54	\$12.92	\$13.37
2	\$12.27	\$12.61	\$12.95	\$13.34	\$13.81
3	\$12.79	\$13.14	\$13.50	\$13.91	\$14.40
4	\$13.40	\$13.77	\$14.15	\$14.57	\$15.08
5	\$13.91	\$14.29	\$14.69	\$15.13	\$15.66
6	\$14.48	\$14.88	\$15.29	\$15.75	\$16.30
7	\$15.16	\$15.58	\$16.01	\$16.49	\$17.06
8	\$15.84	\$16.28	\$16.72	\$17.22	\$17.83
9	\$16.52	\$16.97	\$17.44	\$17.96	\$18.59
10	\$17.19	\$17.66	\$18.15	\$18.69	\$19.35

**2007-2011 NEW SALARY SCHEDULE
APPENDIX A1**

Cashiers

Step	2007	2008	2009	2010	2011
1	\$11.59	\$11.59	\$11.59	\$11.59	\$11.59
2	\$11.97	\$11.97	\$11.97	\$11.97	\$11.97
3	\$12.47	\$12.47	\$12.47	\$12.47	\$12.47
4	\$13.07	\$13.07	\$13.07	\$13.07	\$13.07
5	\$13.63	\$13.63	\$13.63	\$13.63	\$13.63
6	\$14.54	\$14.94	\$15.35	\$15.81	\$16.36
7	\$15.28	\$15.70	\$16.13	\$16.62	\$17.20
8	\$16.23	\$16.68	\$17.13	\$17.65	\$18.27
9	\$17.08	\$17.55	\$18.03	\$18.57	\$19.22
10	\$18.10	\$18.50	\$19.11	\$19.68	\$20.37

**2007-2011 NEW SALARY SCHEDULE
APPENDIX B1**

Attendant-Custodians

Step	2007	2008	2009	2010	2011
1	\$11.59	\$11.59	\$11.59	\$11.59	\$11.59
2	\$11.97	\$11.97	\$11.97	\$11.97	\$11.97
3	\$12.47	\$12.47	\$12.47	\$12.47	\$12.47
4	\$13.07	\$13.07	\$13.07	\$13.07	\$13.07
5	\$13.57	\$13.57	\$13.57	\$13.57	\$13.57
6	\$14.48	\$14.88	\$15.29	\$15.75	\$16.30
7	\$15.16	\$15.58	\$16.01	\$16.49	\$17.06
8	\$15.84	\$16.28	\$16.72	\$17.22	\$17.83
9	\$16.52	\$16.97	\$17.44	\$17.96	\$18.59
10	\$17.19	\$17.66	\$18.15	\$18.69	\$19.35

**VACATION BUY OUT SCHEDULE
APPENDIX B1**

Employee	Cap	Hours	Over Cap	Divided by 4
Full Time	120	520	400	100
Part Time	60	460	400	100

Employee	08 Cap	09 Cap	10 Cap	11 Cap
Full Time	420	320	220	120
Part Time	360	260	160	60

**** The employee will be at the cap of 120 or 60 (depending on classification) by the end of the contract (Year 2011) and will remain under the cap**

**** All time over the cap for each year of the contract, will be paid out at the current year's rate. After year 2011, anything over the cap of 120 or 60 (depending on classification) will be paid out at the current year's rate.**