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Amherst Central School District And
Amherst Service Staff Assn

AGREEMENT

between

AMHERST CENTRAL SCHOOL DISTRICT

and

AMHERST SERVICE STAFF ASSOCIATION

RECEIVED

OCT 20 2000

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 1997 - June 30, 2001

AMHERST SERVICE STAFF ASSOCIATION
Memorandum of Understanding
Modification To Agreement

1. Article 5.1 - Hospitalization and Medical Insurance (pp. 7-8)
Section 5.1.1 - Please add \$5 prescription co-pay.
2. Article 5.8.2 - Health Leave - Personal Illness (p.15)
Section 5.8.2.2 - Please delete the doctor's note language

Should Read:

The 14-day allotment for each year will be available on the first day of July each year. The unused portion of the annual health leave may accumulate to 215 days. The District may require a statement from a physician to the effect that the illness or disability prevented the employee from performing his/her duties. In such a case, the employee may use the services of a District-designated physician at District expense.

9/15/97

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Pursuant to Article 14 of the New York State Civil Service Law, the Amherst Central School District Board of Education (hereafter called District) hereby adopts the following Agreement covering the methods by which negotiations shall take place with the Amherst Service Staff Association (hereafter called Association).

1.0 PREAMBLE

- 1.1 The District and the Association have a responsibility to work together toward the achievement of an education program of the highest quality for all the children of the school district.
- 1.2 The District and the Association believe that shared responsibility in policy development is a professional concern which assumes a commonality of goals and interests among the Association and the District, with service to children as the paramount consideration. To order to achieve this, the District and the Association recognize their mutual responsibility to work together to maintain clean, safe, healthful, and attractive school facilities, to provide those special services which will enhance the education program, and to encourage harmonious relationships between the schools and the community.
- 1.3 The District is the legally constituted body responsible for the determination of policies covering all aspects of the public schools of the District. The District must operate in accordance with all statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes and nothing in any contract to be negotiated shall, in any way, be in violation of the law. The District cannot reduce, negotiate or delegate its legal responsibilities.
- 1.4 Except as abridged, deleted or modified by this Agreement, the District shall retain all rights, powers, and discretionary authority granted by law or otherwise residing in the District.

2.0 RECOGNITION

- 2.1 The District hereby recognizes the Amherst Service Staff Association as the official negotiating agent for all service personnel employed at least twenty (20) hours per week on a regular basis for ten (10) or more months per year, in the following classifications: Cleaner, Laborer, Grounds Worker, Custodian, Senior Custodian, Head Custodian, Maintenance Mechanic Crew-Chief, Maintenance Mechanic, Messenger, and Truck Driver.

2.2 This recognition shall continue in effect until June 30, **2001** and for successive periods of four (4) years thereafter unless another employee organization submits to the District a competing claim of majority support and submits as evidence in support thereof a certified list of its members equal to or greater than 30% of the employees in the above unit during the 30-day period prior to the above deadline or the four-year anniversary dates thereof, in which case the matter will be resolved according to procedures established by the Public Employment Relations Board pursuant to Article 14 (Section 205) of the Civil Service Law.

2.3 This Agreement is made and entered into on this first day of July, **1997** and between the Amherst Central School District and the Amherst Service Staff Association.

2.4 **Areas for Discussion and Agreement**

2.4.1 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.

2.4.2 The District recognizes 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 Commissioner in accordance with such statutes.

2.5 **Negotiation Procedure**

2.5.1 **Negotiating Teams**

The District or its designated representatives will meet with representatives designated by the Association for the purpose of negotiation and of reaching a mutually-satisfactory agreement. It is agreed that teams will not exceed four (4) members.

2.5.2 **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.

2.5.3 Negotiation Procedure

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 work day, except by mutual agreement.

2.5.4 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.

2.5.5 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.

2.5.6 Resolving Differences

Either party may request the Public Employment Relations Board to assist them if they have failed to reach agreement and the parties concur that they are at impasse. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

2.6 Implementation and Amendment

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

3.0 DEFINITIONS

As used in the ensuing Articles of this Agreement, the following definitions shall apply:

- 3.1 **CLASS A** - employee who is regularly employed at least 40 hours per week for 10 months or more, and will receive benefits as provided by this Agreement.
- 3.2 **CLASS B** - an employee who is regularly employed at least 20 hours per week, but less than 40 hours per week, 10 months or more, and will receive benefits as provided by this Agreement.
- 3.3 **PART-TIME** - an employee who is regularly employed less than 20 hours per week, including itinerant and summer employees, and is not covered by the provisions of this agreement.
- 3.4 **REGULARLY EMPLOYED** - shall be applied to those employees who are appointed by the Board of Education to a permanent position or to an encumbered position but it shall not mean a daily substitute, or extra help, or seasonal employee.

4.0 WAGES AND HOURS

4.1 Salary Payments

- 4.1.1 The annual salary set forth in the attached schedules shall be effective July 1 annually and applies to all service staff employees covered by this contract; and they shall receive their annual contract salary in bi-weekly payments.
- 4.1.2 Full-time employees who work less than 12 months will have their salaries and benefits prorated according to the standard work year and the number of workdays, including paid holidays, of the employee.
- 4.1.3 Standard deductions from salary payments will be made in accordance with State and Federal laws and other optional deductions as are determined by mutual agreement.
- 4.1.4 Service Staff employees shall be notified in writing of their salary for the next fiscal year, including base salary, restricted increment and grand total, no later than June 1.
- 4.1.5 Following the employee's initial salary placement, an employee shall be advanced a minimum of one (1) step on the schedule in the employee's classification provided the employee was first employed prior to January 1 of the year prior to the date of advancement on July 1.

4.2 **Workweek, Workday**

4.2.1 The scheduled workweek shall be five (5) days of eight (8) consecutive hours, except as otherwise provided by mutual agreement between the employee and his/her immediate supervisor. This workday is exclusive of a thirty (30) minute lunch period. Employees working afternoon and night shifts, however, shall be allowed up to thirty (30) minutes lunch recess within their eight-hour shift. It is understood and agreed that the afternoon and night employees will not be allowed to leave the building during this lunch recess.

4.2.2 The workweek for service employees shall begin at 12:01 a.m. Monday and end at midnight on Sunday.

4.3 **Hourly Rate**

4.3.1 An hourly rate for all purposes including pro-rated salaries, overtime, deductions, and vacations, shall be established by dividing the employee's annual salary level by the total number of hours in the work year (2,080 hours). The salary schedule indicates the rate.

4.3.2 For each regular straight-time hour of work or of paid time off, an employee will be paid at the hourly wage rate for their classification set forth in Appendix A of this Agreement. When more than one of the premium rates set forth in this Agreement applies at the same time, only the highest of them shall be used. An employee on paid time off is not eligible for pay under more than one provision of this Agreement (e.g. an employee cannot claim personal leave in the midst of vacation). An employee on an excused absence or an unpaid leave of absence cannot receive paid leave.

4.4 **Overtime** (see also Employee Handbook)

4.4.1 Service Staff employees will be paid one and one-half times their regular rate in excess of forty (40) hours per work week (as defined in 4.2.2) in accordance with the schedule of hours outlined in the Fair Labor Standards Act as amended in 1966 (Public Law 89-601). "Hours worked" shall mean any hour for which the employee was paid at his/her regular weekly rate.

4.4.2 Any employee who is asked to return to any work site in the district after the completion of his/her regular work day shall be paid at one and one-half times his/her regular rate but not less than a minimum of two hours pay. An employee may decline the request to return to work if he/she is provided less than four hours of work.

4.4.3 Notwithstanding anything to the contrary in the above, hours worked on days when the Superintendent of Schools or designee closes **ALL DISTRICT SCHOOLS** because of the weather or any other emergency and hours worked on paid holidays shall be paid for at the rate of one and one-half hours' pay for every hour worked in addition to the day's pay.

4.5 Shift Differential Pay

4.5.1 Full-time employees working afternoon and night shifts shall be paid a premium rate per hour for the time worked in those shifts as follows:

1997-1998	\$.50 per hour
1998-1999	\$.50 per hour
1999-2000	\$.50 per hour
2000-2001	\$.50 per hour

4.5.2 Premium rate start times are:

2nd shift (afternoon)	Noon to 11:00 p.m.
3rd shift (night)	11:00 p.m. to 7:00 a.m.

If overtime rates are being paid, however, the premium rate provision shall not apply.

See also Article 4.2.1 as it applies to paid lunch recess for afternoon and night shift workers.

4.6 Restricted Increments

4.6.1 The District, upon recommendation from the Superintendent of Schools or designee, may grant to full-time employees CLASS A, on the basis of merit and fitness, one restricted increment at each level of service according to the schedule which follows.

4.6.2 Evaluations of each employee who is eligible shall be made by the Director of Facilities Management or designee, in consultation with the employee's Building Principal and Head Custodian. Such evaluation shall be given to the Superintendent of Schools or designee by May 1 of the prior fiscal year.

4.6.3 Schedule of Service Eligibility

	<u>1997-2001</u>
Beginning 10th year of service by December 31 of the fiscal year	\$400.00
Beginning 15th year of service by December 31 of the fiscal year	400.00
Beginning 20th year of service by December 31 of the fiscal year	400.00
Beginning 25th year of service by December 31 of the fiscal year	400.00
Beginning 30th year of service by December 31 of the fiscal year	400.00

These restricted increments, when granted, shall be paid from July 1 of the fiscal year in which the employee qualifies, as per above schedule.

4.6.4 **CLASS B** employees are eligible for one-half of these increments under the same rules.

5.0 EMPLOYEE BENEFITS

5.1 Hospitalization and Medical Insurance:

5.1.1 Effective July 1, 1997, the District shall pay 90% of the premium for Class A and 45% of the premium for Class B employees for Blue Cross/Blue Shield health insurance or self-insured equivalent. New hires wishing Blue Cross/Blue Shield coverage will be required to assume all additional costs.

Effective September 1, 1997, the District's self-insured Traditional Health Plan (equivalent to Blue Cross/Blue Shield's Standard 42/43 Hospital, Select 60/61 Medical/Surgical Plan) with the following riders:

- Dependents to age 23
- In-patient Treatment of Alcoholism and Substance Abuse
- Hospital & Medical Waiver of Waiting
- Out-of-Area Medical & Hospital Benefit
- Outpatient Emergency Care
- Psychiatric Care
- Chiropractic Coverage (max. of \$750/yr.) (Under Self-Insured only, not Blue Cross/Blue Shield).

(Until September 1, 1998, coverage will be through Blue Cross/Blue Shield of Western New York as described above). For 1997-98 Blue Cross/Blue Shield will be offered at 90%.

Effective September 1, 1998, the maximum District contribution for health care costs for all employees covered by this contract will be 90% of the cost of Self-Insured Traditional Health Plan. Employees wishing to continue Blue Cross/Blue Shield coverage will be required to assume all additional costs.

These provisions are subject to the District providing total and equivalent coverage to that provided under the Blue Cross/Blue Shield provided for in Article 5.1.1. Should that fail to be the case, the Association has the right to terminate these sections of the contract and revert back to Blue Cross/Blue Shield coverage as previously provided.

- 5.1.2 The District shall pay 90% of the premium for CLASS A and 45% of the premium for CLASS B employees to obtain and maintain in effect Major Medical coverage for Full-time CLASS A and CLASS B employees with the District's self-insured traditional health plan coverage covered by this Agreement. The coverage will be the \$100 deductible, unlimited, District plan.
- 5.1.3 An employee who is terminated or reduced in employment status is eligible for continued insurance coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). The premium rate shall be at the same level as provided at the time of the change in status, for a period of six (6) months. The employee may continue coverage after the six- (6) month period at a cost of 100% of the premium, for the remainder of the eligible period with advance payment as determined by the District.
- 5.1.4 Health Maintenance Organization (HMO) coverage will be made available to all eligible full-time and part-time employees. The District will contribute 90% for CLASS A and 45% for CLASS B employees towards the HMO premium.
- 5.1.5 Active employees not enrolled in the group health insurance offered by the District will receive a \$1,000 cash payment each year that they do not carry insurance through the District. This money will be paid quarterly through payroll (in 4 equal payments) and will be pro-rated for anyone needing to add/drop insurances during the year. Payments made in lieu of accepting fringe benefits (i.e. waiver of health insurance) are not currently reportable to the NYS Employees Retirement System and are excluded from retirement calculations. It is agreed that this cash payment for insurance is contingent upon two (2) employees currently carrying group health insurance through the District cancel their coverage by September 1, 1997.

5.1.6 It is agreed that employee payroll deductions for the employees portion of health insurance premiums will automatically be processed under the "health insurance premium" section of the Flex plan. As such, all premiums paid will be tax-free (exempt from federal, state, FICA, and Medicare) as permitted by Section 125 of the Internal Revenue Code. Additional money may be voluntarily contributed to the FLEX Medical Reimbursement Account and/or FLEX Dependent Care Account each year during the open enrollment period (to be effective September 1st of each year).

5.2 Group Dental Insurance

The parties will mutually agree on a dental coverage plan with individual and family coverage. This coverage will be administered by NOVA Healthcare unless mutually agreed to change. The District will contribute 90% toward the Dental premium. The employee will be responsible for payment of any premium in excess of this amount.

Additional information - please note below the benefit changes to Type A&B services effective September 1, 1997:

Type A & B services -	100% of routine & customary charges for Preferred Providers.
	80% for out of network providers.
Type C services-	50% of routine & customary charges
(Up to a maximum reimbursement of \$1500/person per calendar year)	

5.3 Group Vision Insurance

The parties will mutually agree on a vision care insurance plan, with individual and family coverage. This coverage will be administered by NOVA Healthcare unless mutually agreed to change. The District will contribute 90% toward the vision premium. The employee will be responsible for payment of any premium in excess of this amount.

Please note below the benefit changes towards reimbursements effective September 1, 1997:

Benefit	Maximum Reimbursement
Eye Exam only	\$50
Exam w/lenses & frames:	
Single vision	\$90 (Total with exam & lenses/frames)
Bi-focal	\$120 (Total with exam & lenses/frames)
Trifocals, contacts, blended etc.	\$170 (Total with exam & lenses/frames)

5.4 No Duplicate Enrollments

5.4.1 Group Medical/Dental/Vision Plan

No overlapping types of medical/dental/vision insurance shall be permitted. This includes family coverage medical insurance or health maintenance organization (HMO), dental or vision insurance available through the employment circumstance of the spouse of an Amherst employee covered by this agreement. The employee must choose between coverage provided under this contract and the coverage available elsewhere. The intent is for only one employer to be charged for any part of one family's medical insurance(s).

5.4.1.1 Where husband and wife are both Amherst Central School District employees, either two single or only one family plan will be provided.

5.4.1.2 An Amherst Central School District employee may not choose individual coverage at the Amherst Central School District if family coverage is provided elsewhere.

5.4.2 Contract Year/Application

5.4.2.1 The contract year for hospitalization/medical/dental and vision coverage shall be as follows:

Hospital/Medical - September 1 through August 31.

Dental/Optical - September 1 through August 31.

5.4.2.2 When making application for coverage, and annually thereafter, the employee will declare in writing his/her eligibility for hospitalization, medical, dental, and vision coverage.

The above information must be filed annually by June 15. Employees not filing the required information on time shall be eligible for insurance coverages on a personal payment basis only, payable monthly in advance, until such information is filed. Forms will be distributed by June 1 annually from the Payroll Department.

5.4.2.3 A change in marital/employment status, resulting in a requested change in hospitalization/medical, dental/vision insurance coverage, will be a permitted exception to the time considerations given above.

5.5 Group Life Insurance

The District will provide paid group life insurance as follows:

CLASS A	\$30,000
CLASS B	\$20,000

CLASS B employees may request the CLASS A policy if they assume the additional premium.

5.6 Paid Holidays

5.6.1 Twelve month CLASS A and CLASS B employees, shall be guaranteed 14 paid holidays (including the observance of the following traditional holidays) as follows:

1. Fourth of July
2. Labor Day
3. Columbus Day
4. Veterans Day
5. Thanksgiving Day
6. Day after Thanksgiving Day
7. Christmas Eve Day
8. Christmas Day
9. New Year's Eve Day
10. New Year's Day
11. Martin Luther King, Jr. Day
12. Presidents' Day
13. Good Friday
14. Memorial Day

5.6.2 Ten-month CLASS A and CLASS B employees shall be guaranteed ten (10) paid holidays, including observance of the following traditional holidays:

1. Columbus Day
2. Veterans Day
3. Thanksgiving Day
4. Day after Thanksgiving Day
5. Christmas Day
6. New Year's Day
7. Martin Luther King, Jr. Day
8. Presidents' Day
9. Good Friday
10. Memorial Day

The District shall advise the Association of the full holiday schedule as soon as practicable following the adoption of the official school calendar.

5.6.3 When emergency or continuous service requires that an employee work on one of the holidays listed, and such work is authorized by the immediate superior, the employee may be granted equivalent time off, with pay, in lieu thereof. Equivalent time off shall be granted as the work of the department will permit. Equivalent time off must be granted an employee who has worked a scheduled holiday within ten calendar days of that holiday. If the equivalent time off cannot be arranged satisfactorily within that ten-day period, the employee shall be compensated for as provided under Article 4.4 - Overtime, and in the Employee Handbook.

5.7 Vacation

5.7.1 Each regular 12-month employee shall be entitled to the number of working days of paid vacation shown below opposite his/her years of district service as of July 1 of the fiscal year during which the vacation will be taken:

District Service Completed as of July 1	Number of Working Days Vacation
Less than one year	5/6 working day for each month worked
One year, but less than 5 years	10 working days
Five years, but less than 10 years	15 working days
Ten years, but less than 20 years	20 working days
Twenty years, but less than 25 years	22 working days
Twenty-five years and over	25 working days

- 5.7.2 (A) For purposes of the tables above, an employee shall be treated as having worked a month if he/she worked or was paid for at least one-half (1/2) of the regularly scheduled working days during that month.

Prior Service Credit

- (B) An employee who had been **appointed** part-time less than 20 hours, shall accumulate pro-rated service credit for their prior service as a part-time employee.

Every 2,080 hours accumulated as a part-time employee shall count as one (1) full year toward service credit (for vacation and restricted increments). Hours up to 2,080 will be pro-rated towards a year of service credit.

Any employee wishing to receive this additional service credit must submit a written request to the payroll department. This request shall include as much District work experience information as possible relating to the period of employment that the employee is claiming. The crediting of previous service does not change the employee's seniority. All calculations must be approved by the Superintendent or his designee.

- 5.7.3 If a holiday falls when an employee is on vacation, that day shall be treated as a paid holiday and not charged against the employee's vacation entitlement.
- 5.7.4 An employee may carry over unused vacation days from one fiscal year to another. Employee's total accumulated vacation entitlement, effective July 1, (i.e. the days carried over from the prior fiscal year, plus the employee's entitlement for the current fiscal year) shall not be greater than thirty (30) days or the total arrived at by adding ten (10) days to the employee's entitlement from the current fiscal year, whichever is less.

Example:

Current Fiscal Year Days	Carry from Prior Year (current entitlement)
Employee earns 10 days vacation	Maximum carry over 10 days (total 20)
Employee earns 15 days	Maximum carry over 10 days (total 25)
Employee earns 20 days	Maximum carry over 10 days (total 30)
Employee earns 22 days	Maximum carry over 8 days (total 30)
Employee earns 25 days	Maximum carry over 5 days (total 30)

- 5.7.5 If an employee leaves District employment prior to July 1 of any year, vacation entitlement earned for time worked shall be prorated and awarded at the time of termination in that year.
- 5.7.6 Each unused vacation day beyond the stated entitlement limit is forfeited when an employee is terminated, resigns or retires. The employee or, if employee has died, the employee's estate shall be paid for unused accumulated vacation entitlement as of the day of termination.
- 5.7.7 For each day that an employee is on vacation the employee shall be paid at the regular hourly rate for each regularly scheduled hour that the employee would have worked had the employee not been on vacation.
- 5.7.8 An employee will be notified of earned vacation days by *April 1* of the fiscal year preceding the fiscal year in which vacation days are to be taken.
- 5.7.9 Vacations shall be taken at time mutually agreed upon between the employee and the employee's immediate supervisor, subject to the approval of the Director of Facilities Management. Vacation requests shall be submitted by *April 15* of the fiscal year preceding the fiscal year in which they are to be taken. The Director of Facilities Management will post vacation schedules by *May 1*. Changes in vacations as scheduled will not be unreasonably denied.
- 5.7.10 The definition of district service set forth above shall be modified for purposes of this paragraph only, so that for each month of a 12-month employee's prior continuous service as a 10-month employee the 12-month employee shall be credited with only 5/6 of a month district service.

5.8 Leave Provisions

5.8.1 Absences

It shall be the responsibility of each service staff employee to notify his/her immediate supervisor as soon as possible of his/her unavailability for work. Further, he/she shall be responsible for notifying the immediate supervisor of his/her continued absence or his/her prospective return to duty. The immediate supervisor should establish a generally agreed upon time in which notification should be given.

5.8.2 Health Leave - Personal Illness

5.8.2.1 All full-time CLASS A and CLASS B employees will be allowed a maximum of fourteen (14) days health leave each year without deduction of pay. Health leave will be charged for absence for dental and diagnostic services as well as for personal illness.

5.8.2.2 The 14-day allotment for each year will be available on the first day of July each year. The unused portion of the annual health leave may accumulate to 215 days. An employee shall furnish a medical certificate to substantiate the need for personal illness/physical disability leave in all cases of absence for that purpose of more than 5 consecutive working days and for all cases of absence of one, two, three or four working days that fall within the one year period beginning on the date when the employee has been notified by the District in writing to do so with respect to all future absences for personal illness/physical disability leave. The District will give such notice only when it feels that an employee has abused this leave privilege. Such medical certificates must be signed by a physician, must be dated, must specify the period of absence to which it applies, must specify the nature of the illness and the date(s) on which the physician attended the employee, and must state that the physician has advised the employee that the employee may return to work. In such a case, the employee may use the services of a District-designated physician at District expense.

5.8.2.3 Each employee shall receive notice annually (on or about June 1) of his/ her number of days of accrued health leave.

5.8.2.4 Health Leave Bank

- (a) A health leave bank will be established to aid Association employees who suffer a disabling illness or injury and have exhausted their Annual and Accumulated Health Leave. The District will make a one-time initial contribution to the bank of one hundred (100) days.
- (b) All employees shall donate one (1) Health Leave Day every July 1st. Part time employees shall donate one part-time day.
- (c) All employees must accumulate ten (10) accrued health leave days to become eligible for participation in the bank. As of June 30, the employee must have a balance of at least ten (10) health leave days (ten accrued part-time days for part-time employees) in order to be eligible for the Health Bank in the following year. Before any days are payable from the bank, the employee must have exhausted all of the employee's annual health days and personal leave. Extended leave will not be granted beyond the period of the employee's term of employment.
- (d) When the number of days in the Bank is drawn below fifty (50) days, each employee will be assessed one (1) day from his/her accumulated or annual health leave and the District will contribute one-half the number of days contributed by employees to the bank. No employee shall be charged more than three (3) Health Leave Days in one school year.

Employees who received the maximum Extended Health Leave Benefit defined in (e) below shall not be assessed.

Association employees whose health day accumulation exceeds 215 on July 1, may contribute those days in excess of 215 to the Health Bank. This will be done automatically unless the District is notified otherwise by the contributing employee. Any employee making this kind of contribution will not be assessed one day whenever the Bank is drawn below fifty (50) days to the extent of the excess days contributed.

- (e) The maximum Extended Health Leave benefit to which an employee may be entitled during his/her total period(s) of employment with the District is two hundred forty (240) days. Of this number, a maximum of one hundred sixty (160) shall be at full pay and eighty (80) shall be at 75% of full pay. A probationary employee shall be allowed a cumulative maximum of ten (10) days during the term of the probationary period. Ten month employees can only use Extended Health Leave during their normal ten-month schedule.

Any employee suffering a relapse within thirty (30) days of his/her return to work shall be entitled to further use of the Health Leave Bank.

- (f) An employee will submit a written request to the Assistant Superintendent or designee and the ASSA Steering Committee for Extended Health Leave within ten (10) days after the exhaustion of accrued leaves defined in (b) above. Such request must be accompanied by written verification of the employee's illness by the employee's personal physician.
- (g) Questions concerning employee eligibility and final determination concerning the use of the Health Leave Bank shall be directed to and made by the Director of Administrative Services or designee in conjunction with the ASSA Steering Committee. Only employees of the Association in good standing (all fines and dues paid in full) may participate in the Health Leave Bank.

5.8.2.5 Ten-month CLASS A or CLASS B

Employees shall be allowed a maximum of ten (10) days health leave for each school year without deduction from pay. The unused portion of the annual health leave may accumulate to sixty (60) days.

- 5.8.3 Employees shall promptly submit fully-completed and signed leave applications in the form provided for all leaves or absences taken or to be taken under this Agreement

5.8.4 Illness of Long Duration

- 5.8.4.1 A service staff employee whose personal illness extends beyond the accumulated sick leave shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, not to exceed one year. During this period the District shall continue payment of existing insurance plans for the benefit of the employee.
- 5.8.4.2 An employee returning to duty after such leave must present a statement from their physician certifying as to their fitness to resume their duties and will also be required to submit to an examination by a physician designated by the District.

5.8.5 Personal and Emergency Leave

- 5.8.5.1 CLASS A and CLASS B employees shall be granted three (3) days leave per year, cumulative to five (5), without loss of pay or deduction from health leave. Personal business is defined as any essential business which cannot be conducted before or after the employee's working hours, or weekends or during vacation periods, or as an emergency over which the employee has no control which requires his immediate attention. Notification of such leave shall be given by the employee as far in advance as possible. Personal leave days occurring on the last day of school before a holiday, or the first day immediately following a holiday, require prior approval by the Director of Facilities Management.
- 5.8.5.2 When requesting personal leave, except for the day before or after a vacation, the employee need only give "Personal" as his/her reason for absence.
- 5.8.5.3 After accumulating five (5) days, all unused personal leave days at the end of the year in excess of five (5) shall not be lost but shall be added to the employee's accumulated health leave, not to exceed the maximum accumulation of health leave of two hundred fifteen (215) days.

5.8.6 Court Leave

Any full-time CLASS A or CLASS B service staff employee shall be entitled to leave without loss of pay by reason of a summons for jury service, or a subpoena as a witness in a court action in which he/she is not a party.

No deduction shall be made from personal leave or accumulated sick leave for this purpose.

5.8.7 Bereavement Leave

Employees shall receive *four (4)* paid days leave for a death in the immediate family. Immediate family shall include the spouse, child, father, mother, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, stepchild.

This leave shall not be charged against any other benefit but shall be limited to eight (8) paid days in any fiscal year.

5.8.8 Substitutes

If an employee has a written statement from a doctor stating that the employee is unable to report to work for health reasons for at least seven (7) calendar days, the District will make every effort to provide a substitute for that employee.

5.9 Retirement Award

- 5.9.1 Retirement Award (1997-98). Amherst Service Staff Association (ASSA) members who retire with ten (10) years or more of service to the District shall receive:

- a. Six thousand dollar (\$6000) cash award. This award will be in addition to an award based upon all remaining health days multiplied by \$40.00 (which is in place of, not an addition to, Article 5.9.2). Vacation and Personal Days will be calculated as per the regular agreement.

-or-

- b. A total of \$8,000 whichever is more. Vacation and Personal Days will be calculated as per the regular agreement.

All of the contractual group health benefits in effect on the date of retirement which are offered to employees who are members of the bargaining unit and are eligible for health benefits, shall be offered to retired employees no longer members of the bargaining unit who retire from the District's employment after July 1, 1997 and before April 1, 1998 pursuant to the provision of this 1997-98 Retirement Award.

In addition, the District shall pay the same portion of the premiums for those contractual health benefits for a period of ten (10) years at the same level as were in effect during the period that the retirement became effective and the District portion shall not change in years subsequent to the retirement date. Additionally, if an employee meets the above requirements, but is over age 65 at the time of retirement, the district will continue the above health benefits for a period not to exceed five(5) years.

An ASSA member who elects to take the 1997-98 Retirement Award shall give written notice to the Board of his/her intention to retire no later than December 1, 1997. Only those ASSA members who elect to retire between July 1, 1997 and April 1, 1998 will qualify for this benefit. If there are fewer than two (2) members who express their intent to participate, the district may withdraw this Retirement Award.

5.9.2 Retirement Award (Effective April 1, 1998)

Members of the bargaining unit, hired prior to July 1, 1997, who retire with at least ten (10) years of service to the District and give the District written notification of their election to retire at least ninety (90) days prior to the retirement date, shall receive a monetary award based upon the number of accrued health days, not to exceed 200. Refer to the following schedule.

<u>Accrued Health Days</u>	<u>Award per Day</u>
0 - 49	\$40
50 - 99	45
100 - 149	50
150 - 200	55

5.9.3 Payment of the retirement award shall be made only after the employee actually retires and will be made within sixty (60) days of the retirement date.

5.9.4 Retiring Employees - Group Health Benefits

All of the contractual group health benefits in effect on the date of retirement which are offered to employees who are members of the bargaining unit and are eligible for health benefits, shall be offered to retired employees no longer members of the bargaining unit who retire from the District's employment after July 1, 1997, and before June 30, 2001, pursuant to the provision of this Agreement.

The District shall pay the portion of the premium for those contractual health benefits including dental and vision for the retiree at the same level as were in effect during the period that the retirement became effective and the District portion shall not change in years subsequent to the retirement date.

Qualifications for the program shall be:

- a. The benefit will be provided for a period no longer than 10 years.
- b. The retiree must have completed at least ten (10) years of service to the District prior to retirement.
- c. Additionally, if an employee meets the above requirements, but is over age 65 at the time of retirement, the district will continue the above health benefits for a period not to exceed five (5) years.
- d. For ASSA members hired on or after July 1, 1997 for 5.9.2 and 5.9.4 qualifications will be a minimum of 55 years of age and 15 years of service with the District.

6.0 GENERAL CONDITIONS OF EMPLOYMENT

6.1 Uniforms

- 6.1.1 No later than September 1 of each year, the District will supply three (3) appropriately marked uniforms to each employee of the service staff.
- 6.1.2 In the event that a uniform is unusable through no negligence of the employee, a new uniform will be supplied to replace that uniform anytime during the school year.
- 6.1.3 On the recommendation of the immediate supervisor, coveralls will be supplied to those employees needing them because of the nature of the work performed.

6.1.4 Other Clothing

The District will supply each employee represented by the Association with a medium weight, lined jacket, the style and design to be determined by the District.

The intent of the District is to follow a four-year cycle of jacket replacement (approximately 10 jackets per year) using seniority of the employee as a guideline for replacement. Jackets will be replaced at the discretion of the Director of Facilities Management. Jacket replacement due to loss or damage not job-related is the responsibility of the employee.

It is the prerogative of the District to provide sufficient equipment, weather apparel and footwear to the employees who may be required to work outdoors in inclement weather, the type to be determined by the District.

Inclement weather apparel/footwear is provided on a building use basis at the discretion of the Director of Facilities Management. Footwear/workboots (for Maintenance and Grounds staff only) will be provided at the discretion of the Director of Facilities Management.

6.2 Accidents and Injuries

All accidents and injuries to an employee on the job or on school business outside the confines of the school building must be reported immediately in a manner prescribed by the administration and compensation regulations. The procedures for reporting accidents will be made available to members of the service staff and are located in the Main Office of each school building, and the District Office.

6.3 **Snow Days and Other School Closings**

6.3.1 When the Superintendent of Schools or designee closes **ALL DISTRICT SCHOOLS** because of the weather or any other emergencies, the service staff will not be required to report to work but will receive their full pay for the day. (See also 4.4.3)

6.3.2 If the Superintendent institutes Emergency Closing of District Schools for one building that does not require A.S.S.A. Members to report to work, any member having a scheduled day of (Vacation, Personal Day, Sick Day or Floating Holiday), is not charged for that day. Instead, he/she is to receive an Emergency Day as others do.

6.3.3 An early dismissal in any or all schools is **NOT** a "school closing" under this Article 6.3 nor under Article 4.2.

6.4 **New York State Employees' Retirement System (ERS)**

Retirement provisions are largely a matter covered by law and New York State Employees Retirement System Regulations. Any full-time or regular part-time service staff employee, even if not required to join the Retirement System, has the option of choosing to join the New York State Employees Retirement System.

6.4.1 Tier I and Tier II members are enrolled in plan 75-i. All ERS employees are eligible for plan 41-j.

6.5 **Civil Service Procedures**

Appointment, promotion, transfer, reinstatement, probation, disciplinary action, retirement and other Civil Service Procedures shall be pursuant to the Civil Service Law and the rules for classified Civil Service employees approved by the New York State Civil Service Commission.

6.6 **Vacancies**

All openings for positions covered by this Agreement shall be publicized in every school and all qualified employees shall be given the opportunity to make application for such positions. In addition to the posting, the president of the Association will be given a copy of the postings.

6.7 Transfers

6.7.1 No person employed prior to July 1, 1991 shall be transferred from one building to another except by mutual agreement between the employee and the Superintendent or his designee.

Persons employed after July 1, 1991 may be transferred from one building to another if, in the judgment of the Superintendent or his designee, the transfer is in the best interest of the employee and the Buildings and Grounds organization of the District. The Superintendent will confer with the employee requesting transfer prior to the change in assignment. The Association will be notified of the transfer and may be present at the conference with the employee if so requested.

6.7.2 In an emergency situation, the District may transfer any employee for a time period of up to six (6) months.

6.7.3 Employees who are promoted to a higher classification position may be transferred to other buildings for up to three (3) months by the District. Service staff employees hired prior to July 1, 1983 may not be transferred under the terms of this section unless by mutual agreement.

6.7.4 In the event of a permanent reassignment of a staff member from one building to another, such reassignment will be made based on seniority. Least senior employee from affected classification between two buildings will be reassigned.

6.8 Tenure and Job Protection

The school district will provide tenure and job protection to all employees covered by this Agreement, as presently guaranteed under the applicable sections of the New York State Civil Service Law.

6.8.1 Association President will be informed of any anticipated job classification changes by the Superintendent of Schools or designee.

6.9 Association Business

The six (6) members of the Association steering committee shall be allowed up to one hour per month to conduct Association affairs at no loss in pay but it is on condition that they shall perform all their regular work assignments.

All other employees who are members of the Association shall be allowed to attend eight (8) general membership meetings during the term of this contract, up to two (2) hours a meeting, at no loss in pay on condition that they shall perform all their regular work assignments.

6.10 Probationary Appointment Notice

The District agrees to notify the Association of the permanent appointment of probationary employees. The probation period is twenty-six (26) weeks in all cases.

6.11 District Meetings

The School District can call up to three (3) inservice meetings of up to one (1) hour duration for its staff members each year. Such meetings will be used to update the skills of its employees and will be on the employee's time. Time spent beyond the one (1) hour will be reimbursed at the appropriate rate.

6.12 Personnel File

- 6.12.1 Upon request, bargaining unit employees may review the contents of their personnel file and may be accompanied during the inspection by an Association representative. A District representative may choose to be present during the inspection.
- 6.12.2 When the inspection takes place, the employee shall sign and date a statement that the employee inspected the file.
- 6.12.3 No undated, unsigned materials will be placed in a personnel file. File documents shall show the date they were placed in the file.
- 6.12.4 Pre-employment references will not be furnished for inspection.
- 6.12.5 An employee will be entitled to submit, for inclusion in the file, the employee's own signed response to any material in the file. Pursuant to the grievance procedure in which the Association is successful in proving that a disciplinary written warning, reprimand or derogatory document was erroneous, the disputed document shall be expunged from the employee's personnel record to the extent erroneous.

7.0 GRIEVANCE PROCEDURES

It is the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, and to assure equitable and proper treatment of employees pursuant to the terms of this Grievance Procedure.

The District and the Association agree to facilitate any investigation which may be required. The resolution of a grievance at the lowest procedural step will be encouraged.

An employee, having filed a grievance, shall have the right to be represented at any step of this procedure by a representative of the Association. Confidential information exchanged during grievance meetings will be treated accordingly.

A group of employees having a common grievance may present such grievance as a group, or the Association may present it on behalf of the group provided two or more of the employees affected also sign the grievance form.

7.1 Definitions:

7.1.1 A "grievance" shall mean a claim by any employee or group of employees of a violation, misinterpretation, or misapplication of any of the provisions of this contract.

7.1.2 "Days" shall mean regularly assigned work days.

7.2 Failure at any step of the grievance procedure to communicate a decision to the aggrieved party and the Association representative within the specified time limit shall permit the lodging of an appeal at the next step of this procedure within the time limit which would have been allocated had the decision been communicated by the final day. Representatives of the District and the aggrieved party (or the Association) shall have the right to agree to a reasonable extension of time limits provided herein, but such agreement must be in writing.

7.3 **Informal Stage:** Prior to a formal filing of a grievance, the grievant has the right and obligation to meet personally with the appropriate immediate supervisor in an effort to resolve the dispute. An Association representative may attend. If the subject of the grievance is such that it appears to cross buildings or is District-wide, the grievance shall be discussed with the Superintendent, or his designee.

7.4 To be considered under this Grievance Procedure, all written grievances must be filed within five (5) days after the informal stage conference with the immediate supervisor. No written grievance shall be filed more than thirty (30) days after the grievant knew or should have known of the actual incident being grieved.

7.5 **Step 1 Immediate Supervisor:** The grievant must present a written statement of the grievance to their immediate supervisor and the Association. Such statement shall set forth the nature of the grievance and the provisions, if any, of the collective bargaining agreement which the grievant alleges may have been violated, misinterpreted, or misapplied. The immediate supervisor shall attempt to resolve the grievance. If the immediate supervisor does not have the authority to resolve the grievance, the supervisor may consult with those having such authority. The grievant shall receive a written answer from the immediate supervisor within five (5) days after the presentation of the written grievance.

7.6 **Step 2 Superintendent or Designee:** If the grievance is not resolved satisfactorily at the STEP 1 procedure within no more than five (5) days after the receipt of the STEP 1 answer, the employee may submit the grievance, in writing, to the Superintendent or designee. Within ten (10) days after the receipt of the written grievance, the Superintendent will meet with the grievant and/or the Association representative in an effort to resolve the grievance. Within five (5) days after the meeting, the Superintendent will issue a decision on the grievance, in writing, to the aggrieved party and the Association representative.

7.7 **Step 3 Board of Education Review:** If the grievance is not resolved satisfactorily at the Step 2 procedure within no more than five (5) days after the receipt of the Step 2 answer, the grievant may file a written appeal with the Board of Education. The Board shall meet with the grievant and/or Association representative within ten (10) days after the written notice is given by the Association or the Board. The Board shall submit a written response to the grievant and/or Association representative within ten (10) days after the meeting.

7.8 **Arbitration Procedure:**

7.8.1 If the grievance involves violation, misinterpretation or misapplication of an express provision of this Agreement, and it is not satisfactorily settled within fifteen (15) days after receipt of the Board's decision, the Association shall have the right to submit the grievance to binding arbitration. If a written demand for arbitration is presented, a request for a panel of arbitrators shall be filed with the American Arbitration Association (AAA) within no more than thirty (30) days after receipt of the Board's decision. In that event, the parties shall be bound by the rules and procedures of the AAA.

7.8.2 Arbitrators shall have no power or authority to render an award which is explicitly or implied contrary to, inconsistent with, or which adds to, detracts from, or modifies any express term of this Agreement. The award of the arbitrator shall be final and binding on the District, the Association, and all parties in interest.

7.8.3 The costs of the arbitrator's services including his per diem expenses and his actual and necessary travel and subsistence expenses will be shared equally by the District and the Association.

8.0 STAFF DEVELOPMENT

8.1 The District and the Association believe that there is a shared responsibility in maintaining and improving skill and performance levels of every members of the Association. One method of achieving this objective is to work cooperatively to provide an opportunity during the school year for in-service training and staff development.

8.1.1 Conference Day. After the adoption of the official District Calendar for the ensuing school year, the association will poll its membership to determine interest in the program of in-service. The scheduling of such a program will be mutually agreed between the District and the Association. The member of the Superintendent's staff responsible for administering district-wide staff development programs will be available to assist in program planning. The length of the program shall be determined by mutual agreement of the District and the Association.

Attendance at the in-service is mandatory for both 12 month and 10 month employees. However, a member may, due to unforeseen circumstances and if requested by their immediate supervisor, perform regular duties.

8.1.2 Staff Development - Improvement. After obtaining approval from the Director of Curriculum and Staff Development and his/her immediate supervisor, the employee may attend classes/training during the normal workday. The District will pay all fees and associated costs (any required materials, workbooks, etc.). The same approval is needed to attend classes/training outside the normal workday (evenings/Saturdays) and equivalent time off shall be granted as the work of the department will permit and with the approval of his/her respective supervisor.

9.0 CONCLUDING STATEMENTS

9.1 Totality of Agreement

9.1.1 This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the execution date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is (1) dated on or after such execution date and (2) signed by a duly-authorized representative of each party.

9.1.2 Neither party is obliged to continue any past practice except to the extent, if any, set forth expressly in a particular provision of this Agreement.

9.1.3 During the term of this Agreement, either party may propose an amendment to this Agreement but neither party shall have the right to insist upon negotiating any matter, whether or not referred to in this Agreement.

9.1.4 No provisions of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement by implication or by any other means other than a written and dated amendment to this Agreement signed by authorized representatives of each party.

9.1.5 It is understood that the existing Agreement, which expires June 30, **2001**, shall continue in full force and effect subject only to the specific changes negotiated and agreed to by the parties to this Agreement from such time as an amendment is approved by these parties and retroactively to any effective date agreed to as a part of this Agreement.

9.1.6 The Employee Handbook serves as a guideline for employees in areas concerning the distribution of overtime, and meetings. The handbook represents a mutual agreement between the Association and the Director of Facilities.

9.2 **No Strike Pledge**

The Service Staff 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.

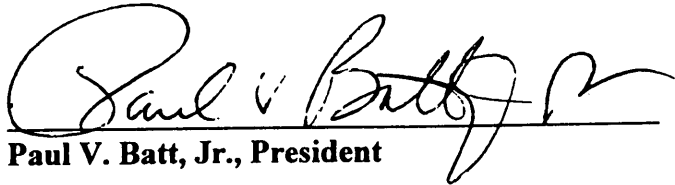
9.3 **Nonconformity With the Law**

No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law, or the "Rules for the Classified Civil Service for the County of Erie and the Civil Divisions (School Districts) Within The County."

9.4 **Duration**

The Provisions of this Agreement shall be effective as of July 1, 1997 and shall continue in full force and effect until June 30, 2001.

FOR THE BOARD OF EDUCATION:

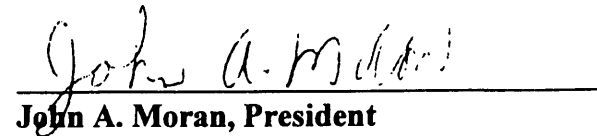


Paul V. Batt, Jr., President

7/1/97

Date Signed

FOR THE ASSOCIATION:



John A. Moran, President

7/1/97

Date Signed

1997-98 SALARY SCHEDULE

(1996-97 plus 3%)

CLEANER, LABORER		
STEP	SALARY	HRLY RATE
1	20,984	\$ 10.09
2	22,061	\$ 10.61
3	23,234	\$ 11.17
4	24,412	\$ 11.74
5	25,598	\$ 12.31
6	26,770	\$ 12.87
RESTRICTED INC.		
10	27,170	\$ 13.06
15	27,570	\$ 13.25
20	27,970	\$ 13.45
25	28,370	\$ 13.64
30	28,770	\$ 13.83

CUSTODIAN		
STEP	SALARY	HRLY RATE
1	24,412	\$ 11.74
2	25,480	\$ 12.25
3	26,663	\$ 12.82
4	27,836	\$ 13.38
5	29,019	\$ 13.95
5+Inc	29,419	\$ 14.14
6	30,199	\$ 14.52
RESTRICTED INC.		
10	30,599	\$ 14.71
15	30,999	\$ 14.90
20	31,399	\$ 15.10
25	31,799	\$ 15.29
30	32,199	\$ 15.48

SR CUSTODIAN		
STEP	SALARY	HRLY RATE
1	30,199	\$ 14.52
2	31,267	\$ 15.03
3	32,446	\$ 15.60
4	33,625	\$ 16.17
5	34,792	\$ 16.73
6	35,979	\$ 17.30
RESTRICTED INC.		
10	36,379	\$ 17.49
15	36,779	\$ 17.68
20	37,179	\$ 17.87
25	37,579	\$ 18.07
30	37,979	\$ 18.26

HEAD CUSTODIAN		
STEP	SALARY	HRLY RATE
1	31,269	\$ 15.03
2	32,345	\$ 15.55
3	33,508	\$ 16.11
4	34,688	\$ 16.68
5	35,866	\$ 17.24
6	37,047	\$ 17.81
7	38,227	\$ 18.38
RESTRICTED INC.		
10	38,627	\$ 18.57
15	39,027	\$ 18.76
20	39,427	\$ 18.96
25	39,827	\$ 19.15
30	40,227	\$ 19.34

MESSENGER		
STEP	SALARY	HRLY RATE
1	21,734	\$ 10.45
2	22,811	\$ 10.97
3	23,984	\$ 11.53
4	25,162	\$ 12.10
5	26,348	\$ 12.67
6	27,520	\$ 13.23
RESTRICTED INC.		
10	27,920	\$ 13.42
15	28,320	\$ 13.62
20	28,720	\$ 13.81
25	29,120	\$ 14.00
30	29,520	\$ 14.19

MAINT MECH., GROUNDS		
STEP	SALARY	HRLY RATE
1	24,612	\$ 11.83
2	25,685	\$ 12.35
3	26,863	\$ 12.91
4	28,036	\$ 13.48
5	29,219	\$ 14.05
6	30,399	\$ 14.61
RESTRICTED INC.		
10	30,799	\$ 14.81
15	31,199	\$ 15.00
20	31,599	\$ 15.19
25	31,999	\$ 15.38
30	32,399	\$ 15.58

HEAD GRNDS, MAIN CHIEF		
STEP	SALARY	HRLY RATE
1	30,399	\$ 14.61
2	31,467	\$ 15.13
3	32,646	\$ 15.70
4	33,825	\$ 16.26
5	34,992	\$ 16.82
6	36,179	\$ 17.39
RESTRICTED INC.		
10	36,579	\$ 17.59
15	36,979	\$ 17.78
20	37,379	\$ 17.97
25	37,779	\$ 18.16
30	38,179	\$ 18.36

HOURLY RATE IS BASED ON SALARY DIVIDED BY 2,080 HOURS

1998-99 SALARY SCHEDULE

(1997-98 plus 3%)

CLEANER, LABORER		
STEP	SALARY	HRLY RATE
1	21,614	\$ 10.39
2	22,722	\$ 10.92
3	23,931	\$ 11.51
4	25,144	\$ 12.09
5	26,365	\$ 12.68
6	27,573	\$ 13.26
RESTRICTED INC.		
10	27,973	\$ 13.45
15	28,373	\$ 13.64
20	28,773	\$ 13.83
25	29,173	\$ 14.03
30	29,573	\$ 14.22

CUSTODIAN		
STEP	SALARY	HRLY RATE
1	25,144	\$ 12.09
2	26,250	\$ 12.62
3	27,462	\$ 13.20
4	28,671	\$ 13.78
5	29,890	\$ 14.37
6	31,105	\$ 14.95
RESTRICTED INC.		
10	31,505	\$ 15.15
15	31,905	\$ 15.34
20	32,305	\$ 15.53
25	32,705	\$ 15.72
30	33,105	\$ 15.92

SR CUSTODIAN		
STEP	SALARY	HRLY RATE
1	31,105	\$ 14.95
2	32,205	\$ 15.48
3	33,419	\$ 16.07
4	34,634	\$ 16.65
5	35,836	\$ 17.23
6	37,058	\$ 17.82
RESTRICTED INC.		
10	37,458	\$ 18.01
15	37,858	\$ 18.20
20	38,258	\$ 18.39
25	38,658	\$ 18.59
30	39,058	\$ 18.78

HEAD CUSTODIAN		
STEP	SALARY	HRLY RATE
1	32,207	\$ 15.48
2	33,315	\$ 16.02
3	34,513	\$ 16.59
4	35,729	\$ 17.18
5	36,942	\$ 17.76
6	38,158	\$ 18.35
7	39,374	\$ 18.93
RESTRICTED INC.		
10	39,774	\$ 19.12
15	40,174	\$ 19.31
20	40,574	\$ 19.51
25	40,974	\$ 19.70
30	41,374	\$ 19.89

MESSENGER		
STEP	SALARY	HRLY RATE
1	23,114	\$ 11.11
2	24,222	\$ 11.65
3	25,431	\$ 12.23
4	26,644	\$ 12.81
5	27,865	\$ 13.40
6	29,073	\$ 13.98
RESTRICTED INC.		
10	29,473	\$ 14.17
15	29,873	\$ 14.36
20	30,273	\$ 14.55
25	30,673	\$ 14.75
30	31,073	\$ 14.94

MAINT MECH., GROUNDS		
STEP	SALARY	HRLY RATE
1	25,350	\$ 12.19
2	26,456	\$ 12.72
3	27,668	\$ 13.30
4	28,877	\$ 13.88
5	30,096	\$ 14.47
6	31,311	\$ 15.05
RESTRICTED INC.		
10	31,711	\$ 15.25
15	32,111	\$ 15.44
20	32,511	\$ 15.63
25	32,911	\$ 15.82
30	33,311	\$ 16.01

HEAD GRNDS, MAIN CHIEF		
STEP	SALARY	HRLY RATE
1	31,311	\$ 15.05
2	32,411	\$ 15.58
3	33,625	\$ 16.17
4	34,840	\$ 16.75
5	36,042	\$ 17.33
6	37,264	\$ 17.92
RESTRICTED INC.		
10	37,664	\$ 18.11
15	38,064	\$ 18.30
20	38,464	\$ 18.49
25	38,864	\$ 18.68
30	39,264	\$ 18.88

HOURLY RATE IS BASED ON SALARY DIVIDED BY 2.080 HOURS

1999-2000 SALARY SCHEDULE

(1998-99 plus 3%)

CLEANER, LABORER		
STEP	SALARY	HRLY RATE
1	22,262	\$ 10.70
2	23,404	\$ 11.25
3	24,643	\$ 11.85
4	25,899	\$ 12.45
5	27,156	\$ 13.06
6	28,400	\$ 13.65
RESTRICTED INC.		
10	28,800	\$ 13.85
15	29,200	\$ 14.04
20	29,600	\$ 14.23
25	30,000	\$ 14.42
30	30,400	\$ 14.62

CUSTODIAN		
STEP	SALARY	HRLY RATE
1	25,899	\$ 12.45
2	27,037	\$ 13.00
3	28,286	\$ 13.60
4	29,531	\$ 14.20
5	30,786	\$ 14.80
6	32,038	\$ 15.40
RESTRICTED INC.		
10	32,438	\$ 15.60
15	32,838	\$ 15.79
20	33,238	\$ 15.98
25	33,638	\$ 16.17
30	34,038	\$ 16.36

SR CUSTODIAN		
STEP	SALARY	HRLY RATE
1	32,038	\$ 15.40
2	33,171	\$ 15.95
3	34,422	\$ 16.55
4	35,673	\$ 17.15
5	36,911	\$ 17.75
6	38,170	\$ 18.35
RESTRICTED INC.		
10	38,570	\$ 18.54
15	38,970	\$ 18.74
20	39,370	\$ 18.93
25	39,770	\$ 19.12
30	40,170	\$ 19.31

HEAD CUSTODIAN		
STEP	SALARY	HRLY RATE
1	33,173	\$ 15.95
2	34,315	\$ 16.50
3	35,549	\$ 17.09
4	36,801	\$ 17.69
5	38,050	\$ 18.29
6	39,303	\$ 18.90
7	40,555	\$ 19.50
RESTRICTED INC.		
10	40,955	\$ 19.69
15	41,355	\$ 19.88
20	41,755	\$ 20.07
25	42,155	\$ 20.27
30	42,555	\$ 20.46

MESSENGER		
STEP	SALARY	HRLY RATE
1	24,512	\$ 11.78
2	25,654	\$ 12.33
3	26,899	\$ 12.93
4	28,149	\$ 13.53
5	29,406	\$ 14.14
6	30,650	\$ 14.74
RESTRICTED INC.		
10	31,050	\$ 14.93
15	31,450	\$ 15.12
20	31,850	\$ 15.31
25	32,250	\$ 15.50
30	32,650	\$ 15.70

MAINT MECH., GROUNDS		
STEP	SALARY	HRLY RATE
1	26,111	\$ 12.55
2	27,250	\$ 13.10
3	28,499	\$ 13.70
4	29,743	\$ 14.30
5	30,999	\$ 14.90
6	32,250	\$ 15.50
RESTRICTED INC.		
10	32,650	\$ 15.70
15	33,050	\$ 15.89
20	33,450	\$ 16.08
25	33,850	\$ 16.27
30	34,250	\$ 16.47

HEAD GRNDS. MAIN CHIEF		
STEP	SALARY	HRLY RATE
1	32,250	\$ 15.50
2	33,383	\$ 16.05
3	34,634	\$ 16.65
4	35,885	\$ 17.25
5	37,123	\$ 17.85
6	38,382	\$ 18.45
RESTRICTED INC.		
10	38,782	\$ 18.65
15	39,182	\$ 18.84
20	39,582	\$ 19.03
25	39,982	\$ 19.22
30	40,382	\$ 19.41

HOURLY RATE IS BASED ON SALARY DIVIDED BY 2 080 HOURS

2000-2001 SALARY SCHEDULE

(1999-00 plus 3%)

CLEANER, LABORER		
STEP	SALARY	HRLY RATE
1	22,930	\$ 11.02
2	24,106	\$ 11.59
3	25,388	\$ 12.21
4	26,676	\$ 12.83
5	27,971	\$ 13.45
6	29,252	\$ 14.06
RESTRICTED INC.		
10	29,652	\$ 14.26
15	30,052	\$ 14.45
20	30,452	\$ 14.64
25	30,852	\$ 14.83
30	31,252	\$ 15.03

CUSTODIAN		
STEP	SALARY	HRLY RATE
1	26,676	\$ 12.83
2	27,848	\$ 13.39
3	29,135	\$ 14.01
4	30,417	\$ 14.62
5	31,710	\$ 15.25
6	32,999	\$ 15.86
RESTRICTED INC.		
10	33,399	\$ 16.06
15	33,799	\$ 16.25
20	34,199	\$ 16.44
25	34,599	\$ 16.63
30	34,999	\$ 16.83

SR CUSTODIAN		
STEP	SALARY	HRLY RATE
1	32,999	\$ 15.86
2	34,166	\$ 16.43
3	35,455	\$ 17.05
4	36,743	\$ 17.66
5	38,019	\$ 18.28
6	39,315	\$ 18.90
RESTRICTED INC.		
10	39,715	\$ 19.09
15	40,115	\$ 19.29
20	40,515	\$ 19.48
25	40,915	\$ 19.67
30	41,315	\$ 19.86

HEAD CUSTODIAN		
STEP	SALARY	HRLY RATE
1	34,168	\$ 16.43
2	35,344	\$ 16.99
3	36,615	\$ 17.60
4	37,905	\$ 18.22
5	39,191	\$ 18.84
6	40,482	\$ 19.46
7	41,772	\$ 20.08
RESTRICTED INC.		
10	42,172	\$ 20.28
15	42,572	\$ 20.47
20	42,972	\$ 20.66
25	43,372	\$ 20.85
30	43,772	\$ 21.04

MESSENGER		
STEP	SALARY	HRLY RATE
1	25,930	\$ 12.47
2	27,106	\$ 13.03
3	28,388	\$ 13.65
4	29,676	\$ 14.27
5	30,971	\$ 14.89
6	32,252	\$ 15.51
RESTRICTED INC.		
10	32,652	\$ 15.70
15	33,052	\$ 15.89
20	33,452	\$ 16.08
25	33,852	\$ 16.28
30	34,252	\$ 16.47

MAINT MECH. GROUNDS		
STEP	SALARY	HRLY RATE
1	26,894	\$ 12.93
2	28,067	\$ 13.49
3	29,353	\$ 14.11
4	30,635	\$ 14.73
5	31,929	\$ 15.35
6	33,217	\$ 15.97
RESTRICTED INC.		
10	33,617	\$ 16.16
15	34,017	\$ 16.35
20	34,417	\$ 16.55
25	34,817	\$ 16.74
30	35,217	\$ 16.93

HEAD GRNDS. MAIN CHIEF		
STEP	SALARY	HRLY RATE
1	33,217	\$ 15.97
2	34,384	\$ 16.53
3	35,673	\$ 17.15
4	36,962	\$ 17.77
5	38,237	\$ 18.38
6	39,534	\$ 19.01
RESTRICTED INC.		
10	39,934	\$ 19.20
15	40,334	\$ 19.39
20	40,734	\$ 19.58
25	41,134	\$ 19.78
30	41,534	\$ 19.97

HOURLY RATE IS BASED ON SALARY DIVIDED BY 2.080 HOURS