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Union: **Sag Harbor Custodians Association**

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CUS/8022

AGREEMENT

between the

SAG HARBOR UNION FREE SCHOOL DISTRICT

and the

SAG HARBOR CUSTODIANS ASSOCIATION

July 1, 2004 to June 30, 2008

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

15

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AGREEMENT

PREAMBLE

This agreement is made and entered into the 21st day of June, 2005. This agreement is the result of collective bargaining between the Chief School Officer, or his designee, of the Sag Harbor Union Free School District, of the Towns of East Hampton and Southampton, Suffolk County, New York (hereinafter referred to as the "District") and the Sag Harbor Custodians' Association, a unit of the Teachers' Association of Sag Harbor. These negotiations have been conducted under the requirements and directives of Chapter 392 of the Public Employees Fair Employment Act of 1967 (commonly referred to as the Taylor Law).

ARTICLE I - DEFINITIONS AND RECOGNITION:

A. Definitions as used in this Agreement:

1. The term "Chief School Officer" of the District will mean the Superintendent of Schools.
2. The term "Superintendent of Schools" will mean the Chief School Officer of the District as defined in New York State Education and General Construction Laws.
3. The term "District" will mean the Sag Harbor Union Free School District, Towns of East Hampton and Southampton, Suffolk County, New York.
4. The term "Custodians' Association" will mean the Sag Harbor Custodians' Association, a unit of the Teachers' Association of Sag Harbor.
5. The term "Board" will mean the Board of Education of the Sag Harbor Union Free School District.
6. The term "Board Policy" refers to the existing and future written policies of the Board which shall serve as a guide to discretionary action by the Superintendent of Schools in her administration of the schools, contained and numbered in the Policy Manual, copies of which are available to the staff and the general public.
7. The term "Building Principal" will mean the principal assigned to and responsible for each school within the District.

8. The terms maintenance man and custodian will refer to the Civil Service personnel assigned to these jobs which are described in the Board Policy Manual Administrative Regulations Section under the Section on job descriptions. These categories are represented exclusively by the Custodians' Association.

- B. The Board having determined that the Custodians' Association is supported by a majority of the maintenance men and custodians as described in paragraph A-8 above in a negotiating unit, hereby recognizes the Custodians' Association as the exclusive employee organization and bargaining unit for the maintenance men and the custodians in said unit. Such recognition shall continue for the maximum period permitted pursuant to the provisions of Section 208 (C) of the Public Employees Fair Employment Act.

ARTICLE II - GENERAL:

- A. The effective day of this agreement is July 1, 2004 and shall remain in effect until June 30, 2008.

- B. This agreement is the only written agreement between the parties for the period of time set forth above and supersedes all other agreements previously entered into.

- C. The parties agree that each has exercised its rights to bargain for any provisions it wished to have included in this contract, that if either has made a proposal not included therein, such proposal has been withdrawn in consideration of the making of this contract and that this contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained.

- D. No change, revision, alteration, or modification of this agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Custodians' Association and endorsed in writing.

- E. This agreement constitutes Board Policy for the term of the agreement, and the Board and the Custodians' Association will carry out the commitments contained herein and give them full force and effect.

- F. Whenever this agreement is inconsistent with any previously adopted Board Policy, instruction or handbook, such policy, instruction or handbook shall be deemed superseded in so far as may be necessary by this agreement. Any other existing Board Policies, instructions or handbooks are not to be deemed repealed, superseded, or rescinded by reason of this agreement.
- G. The Board and the Custodians' Association recognize that the Board has certain powers, discretions and duties that under the Constitution and laws of the State of New York may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this agreement or any application of this agreement shall be found contrary to law, such provision or application shall be effective only to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.
- H. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- I. The parties hereto agree to commence negotiations for a successor agreement to this agreement no later than February 1, 2008. It is mutually agreed however that either party may initiate negotiations for a successor agreement prior to February 1, 2008 or after that date, provided ten (10) days notice is given in writing to the other party and there is mutual agreement.

ARTICLE III - CONDITIONS OF EMPLOYMENT:

- A. A probationary period of three (3) months, subject to Board approval, is required prior to being on a regular salary contract and full benefits. In computing the three (3) month period, days during the summer vacation period shall be counted as one-half (1/2) days.
- B. All Civil Service custodial and maintenance employees are hired on a twelve (12) month basis, except as set forth in subdivision 4 herein, from July 1 to June 30 of each year and shall work the following schedule:

Work Year:

1. Employees covered by this contract shall work forty (40) hours, five (5) days per week and eight (8) hours per day, inclusive of a thirty (30) minute lunch break and one (1) ten (10) minute break per shift. Note: Custodial assignments may be rotated by the supervisor for Saturday coverage as needed throughout the school year.
2. Employees covered by this contract shall be excused from work during the following holidays: New Year's Eve, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day, Veterans Day, and Martin Luther King Day. If a holiday falls on a Saturday, or Sunday, the day before or day after the legal holiday will be off duty. Example: Holiday falls on Saturday, Friday off; Holiday falls on Sunday, Monday off. In the event that a holiday falls on a Saturday or Sunday and school is in session on a Monday or a Friday those assigned to work will receive Columbus Day off.

The Custodians' Association shall determine if they are to take the day before or after Christmas as a paid holiday. This determination shall be sent to the Superintendent in time for the preparation of the yearly calendar.

3. In the event that unused snow days are applied and school is closed, each member shall be entitled to one (1) additional day off with pay.

C. VACATION TIME: Employees covered by this contract shall be entitled to paid vacation time as follows:

1. After one (1) full year of employment with the District, two (2) weeks vacation (10 days) can be taken at the option of the employee and with the approval of his immediate supervisor and the Superintendent of Schools. Seniority will be taken into consideration in scheduling vacation time.

2. Thereafter, One (1) extra day each year for the next five (5) years will be added to the employee's vacation time, to a maximum of three (3) weeks (15 days).
3. During the first year of full time employment, the employee shall accrue up to a total of ten (10) days vacation in proportion to the percentage of the school year worked by such employee. An employee must work an entire month in order to receive vacation credit for that month.
Example: an employee hired February 20 would, as of July 1, accrue three vacation days. Employee is credited with four months of employment ($4/12 = 33\%$) $.33 \times 10 \text{ days} = 3.3 \text{ days}$ (rounded to 3 days)
Note: 0.5 and above will be rounded upward.
4. Vacation day requests for the year ahead are expected to be received by July 1 of each year. After that date, vacation day requests shall require at least 10 working days prior notice and approval by supervisor and the Superintendent.

D. OVERTIME AND NIGHT DIFFERENTIAL:

1. Overtime: Employees covered by this contract shall be paid at the rate of straight time up to forty (40) hours. If additional hours of employment in any given week are approved by the Superintendent of Schools, the employee will be paid at the rate of time and a half.
2. If an employee is called for snow removal prior to school opening, said employee is to receive double time pay for the hours worked.
3. Employees assigned working hours between 6:00 p.m. and 6:00 a.m. are to receive a five per cent (5%) differential at the hourly rate of pay for all hours actually worked. That is, only those hours worked between 6:00 p.m. and 6:00 a.m. shall be subject to the differential. This differential to be paid semi-annually.
4. If an employee has worked forty (40) hours in one (1) week and is called to work Sunday and/or a holiday, he shall be paid double time for the Sunday and/or holiday work.

5. If an employee is called in for additional work, he shall receive a minimum of three (3) hours pay at straight time.
6. All unit members shall be given an equal opportunity to work overtime, provided the job skills of the employee designated to work overtime are suitable for the overtime work in question. A rotating list shall be developed for overtime selection purposes. An employee on the list who refuses overtime shall not be asked to work overtime again until all other employees on the list have been asked once. The original list for the year will be established based on seniority.

E. SICK LEAVE: Members of the Custodians' Association shall be entitled to sick leave as follows:

They shall be entitled to twelve (12) sick days per year, which may be accumulated from the time of employment at the rate of twelve (12) unused sick days per year, to a maximum of two hundred (200) days.

F. PERSONAL LEAVE: Members of the Custodians' Association, upon notice to the Superintendent of Schools, will be granted three (3) personal leave days per school year with pay according to the following provisions:

1. Personal days are available to the employee for emergency or other urgent business which cannot be handled outside of work time.
2. Employees will be granted up to a maximum of three (3) personal leave days with pay per school year. Requests in writing for personal leave days should be submitted to the Superintendent of Schools five (5) days in advance. Exception to this procedure will be made for valid emergencies.
3. Personal leave days will never be granted for the transaction of business which is in any way connected with income from a second job.
4. Personal leave days will be granted for the days immediately before and after school holidays only in the event of emergency or religious observance.

5. The Superintendent may require specific reasons for personal leave usage when he/she has reasonable grounds to believe that the leave is being abused. The exercise of this discretion shall be neither arbitrary nor capricious.

G. DEATH IN FAMILY:

1. Up to five (5) days of leave will be given with pay for the purpose of attending a death in the immediate family. Immediate family shall include spouse, children, sister, brother, mother, father, guardian, grandparents, mother-in-law, father-in-law, aunt, uncle, step-children, and step-parents.
2. One (1) day leave will be given with pay for death involving brother-in-law, sister-in-law, niece, nephew, grandparents-in-law, with additional days possible upon request to the Superintendent of Schools.

H. TRANSFERS: Upon notification of an impending transfer, the effected employee shall be permitted to meet with his/her immediate supervisor, the building principal (if applicable) and the Superintendent to discuss the transfer. If the employee chooses to have such a meeting, it must take place prior to the scheduled effective date of the transfer.

I. UNIFORM ALLOWANCE: Each member of the Custodians' Association is entitled to a uniform allowance credit up to Two Hundred Dollars (\$200.00) per year. Employees will use this credit to purchase uniforms specified by the District through a District-designated retailer. This procedure is to be completed by October 1 of each school year.

J. PERSONNEL FILES: The District shall provide an employee with a copy of any document the District intends to place in his/her personnel file prior to actually placing the document in the file.

K. CUSTODIAL EVALUATION: A mutually agreeable evaluation procedure will be developed by a committee for custodial evaluation. (Two custodians, supervisors and the Superintendent of Schools). This initial instrument will be approved as noted by signature of the Superintendent of Schools and President of the Custodial Association. Future changes in the structure of the evaluation document may be made, subject to the mutual agreement of the Superintendent of Schools and the President of the Custodial Association.

L. PROFESSIONAL GROWTH:
The District will provide members of the custodial staff with job related training as required related by law. The District will also, periodically throughout the school year, provide opportunities for members of the custodial staff to participate in other job training sessions and/or seminars. Participation in these additional training sessions or seminars will be open to all members of the custodial staff, but employees interested in participating must receive prior approval from the immediate supervisor. The supervisor has the discretion to authorize attendance as is consistent with staffing needs and the best interests of the school district.

Members of the custodial staff attending optional training sessions or seminars suffer no loss of pay or time if the training session or seminar occurs during working hours. If the training session or seminar is scheduled during non-work hours, the employee attending such session or seminar will not be paid for attendance, but the District will pay the applicable training session or seminar fee.

ARTICLE IV - GRIEVANCE

A. DEFINITION:

1. A "grievance" is a claim which alleges the violation of the terms and conditions of this employment agreement.
2. A "grievant" is the person making the claim and may include an individual custodian or maintenance man, or the Custodians' Association.

B. PROCEDURE:

STEP I - In the event of an alleged violation of the terms and conditions of this agreement, the grievant shall, within ten (10) business days of the alleged violation, submit a statement in writing to his/her immediate supervisor setting forth the nature of the grievance, the appropriate day of occurrence and the provisions of the employment agreement alleged to have been violated, together with any other written statements or documentation supportive of the grievant's position. Within three (3) business days after the submission of the grievance, there shall be an informal conference between the grievant and the immediate supervisor. The purpose of this conference shall be to attempt to arrive at a mutually agreeable resolution of the grievance. In the event the grievance is not resolved during this informal conference, the immediate supervisor shall render a determination in writing five (5) business days subsequent to the informal conference.

STEP II - In the event that the grievant is not satisfied with the disposition of the grievance at Step I, or in the event that no determination has been rendered within the specified time period after the submission of the grievance, the custodian may submit such grievance to the Superintendent of Schools within five (5) business days subsequent to the determination at Step I, or ten (10) business days subsequent to the submission of the grievance, whichever is sooner. Within three (3) business days of the receipt of the grievance, the Superintendent of Schools shall hold an informal conference with the grievant. The purpose of this informal conference shall be to attempt to arrive at a mutually agreeable disposition of the grievance. In the event the grievance is not resolved at such informal conference, the Superintendent of Schools shall render a determination in writing within five (5) business days subsequent to the informal conference.

- C. The grievant, as well as the immediate supervisor, the Superintendent of Schools and Board of Education, may elect to be represented at any stage of the grievance procedure.
- D. Should the grievance be resolved at any stage by mutual agreement of the parties, such agreement shall be reduced to writing and signed by the grievant.

ARTICLE V - RETIREMENT:

- A. The Board will provide pension benefits under the New York State Employees' Retirement System non-contributory retirement Section 75E to all members of the Custodians' Association.
- B. TERMINATION OF SERVICES AWARD - The Termination of Services Award provides a single payment upon termination of services in the Sag Harbor School District to custodial personnel who meet all of the following eligibility qualifications:
1. The employee must have completed or will complete at least fifteen (15) years of service in the District.
 2. The employee must have attained his/her 55th birthday prior to becoming eligible.
 3. The employee must submit a request for the Termination of Services Award at least ninety (90) days prior to his/her actual severance of employment in the District.

The rate of the Termination of Services Award shall be determined on the daily rate of pay in existence for said employee during the termination year. The total amount shall be computed at this daily rate figure with one day's compensation for each two days of accumulated sick leave.

ARTICLE VI - SALARY:

- A. 1. Present Employees - According to the attached schedules, entitled "SALARY SCHEDULE - CUSTODIAL/MAINTENANCE."
2. New Hires - The new hire rate of pay will be at Step I of the attached schedule(s), provided, however, that the District may, in its discretion, treat experience in other school districts as if it had occurred in Sag Harbor for purposes of initial step placement.
- B. In the event this Agreement expires on June 30, 2008 and the parties have not yet agreed upon a successor Agreement, the District agrees to move all eligible unit members one step on the salary schedule effective

July 1, 2008. This shall be effective for the school year 2008-2009. If the District chooses not to pay step increments subsequent to those due July 1, 2008 while a successor agreement is being negotiated, the fact that the District paid the increments in the 2008-2009 school year shall not be used as evidence against the District in any litigation involving whether increments must be paid following the expiration of a collective bargaining agreement. In such subsequent years, the parties shall each retain the right to assert the claims that they currently are making concerning this issue. Specifically, the District asserts that the current language and/or practice and/or law does not obligate it to continue incremental step movement beyond the expiration of the collective bargaining agreement. The Association asserts that under the law and/or the collective bargaining agreement and/or the practice of the parties, unit members are entitled to continued incremental step movement beyond the expiration of the collective bargaining agreement. The parties would have the right to assert these positions without reference to the fact that increments were paid for 2008-2009.

ARTICLE VII - INSURANCE:

- A. Hospital and Medical Insurance: - The District will provide the following hospital and medical insurance benefits for all employees covered by this agreement who qualify in accordance with procedures and regulations of the New York State Government Employees Health Insurance Program and Civil Service Laws and Regulations:
 - (1) Empire Plan Plus Enhancements - the District will provide either the individual or family coverage according to the employee's eligibility. The District shall assume payment for this plan as noted under XII. C.

- B. Dental Insurance - The District will assume 100% payment of the Dental Insurance Plan for the members of this bargaining unit.

- C. Contribution for Health Insurance:
The District shall contribute for each full-time employee 85% of the premium cost for health insurance Described in Section A herein.

D. Retirees -

1. The District will provide coverage as provided below under the Empire Plan Plus Enhancements in either the individual or family plans according to the retired employee's eligibility provided said employee qualifies for retirement from this District under the provisions of the New York State Employees' Retirement System and the regulations of the New York State Government Employees Health Insurance Program and other applicable Civil Service Laws and Regulations.
2. For employees hired prior to July 1, 2000, upon retirement, the District will pay 100% of the premium costs of the Empire Plan Plus Enhancements. For employees hired on or after July 1, 2000, upon retirement, the District shall pay 85% of the premium costs of the Empire Plan Plus Enhancements.
3. If the retired employee takes family coverage option under the existing medical plan, his/her dependents will be covered provided they meet the "Dependent Eligibility Requirements" as defined in the New York State Government Employees' Health Insurance Program.
4. In order to qualify for this benefit from the Sag Harbor School District for whatever acceptable insurance plan benefits are described in the above terms of this contract in which said benefit will extend to retirement years, the employee must terminate employment within five (5) years of the date on which they are entitled to receive a retirement allowance without penalty or reduction and meet the requirements of the New York State Government Employees' Health Insurance Program and have been employed in the District for at least ten (10) continuous years.

E. Spousal Exclusion & Alternate Enhancement:

An employee whose spouse is employed by the District, or whose spouse is otherwise covered by the Empire Family Plan, or a plan providing a benefit structure equal or superior to the Empire Plan, shall not be entitled to family coverage provided by the District unless the maintenance of such plan is required to comply with a court order or judgment.

With respect to those employees whose spouses are employed by the District, the employees will have the option of determining which spouse shall be covered by the District's family plan. Nevertheless, an employee who, thereafter becomes no longer covered by his/her spouse's said coverage shall be entitled to reinstatement contingent upon the policies of the insurer at the cost to the District, to the coverage of the District's family plan, if the employee has dependents or to the District's individual plan, if no dependents. In any event, if an employee is not covered by the District's plan, he/she shall be provided with a choice of a "Medical/Dental Enhancement" Policy or a cash buyout equal to 30% of the premium cost to the District for the family coverage.

ARTICLE VIII - MEETINGS:

One (1) maintenance man or custodian will be allowed to attend Association meetings at their scheduled time.

ARTICLE IX - PART-TIME EMPLOYEE BENEFITS

Part-time employees shall only receive prorated sick, personal, vacation and bereavement days. Proration shall be as follows:

- A. Any part-time employee regularly scheduled to work a portion of every day shall receive a full complement of sick, personal, vacation and bereavement leave days as set forth in this agreement. However, each day shall equal the regularly scheduled workday hours. For example, a sick day for an employee regularly scheduled to work four hours, shall equal four hours.
- B. Any part-time employee regularly scheduled to work full days but less than five (5) days per week, shall have the full complement of sick, personal and bereavement leave days prorated in proportion to the employee's full-time equivalent status. For example, an employee who works three (3) full days per week shall receive 3/5 of a full complement of leave days.

ARTICLE X - WEEKEND BUILDING MONITOR

The weekend building monitor shall handle all opening, closing, and checking of buildings in connection with community use of facilities on Saturdays and Sundays between the first day for attendance of students and the last day for attendance of students of each year not including holiday weekends. The annual stipend for such position shall be as follows:

2004-05 - \$5,159
2005-06 - \$5,417
2006-07 - \$5,666
2007-08 - \$5,921

If the individual appointed to the position of Weekend Building Monitor is not able to work in that capacity on any particular days, he shall post the opportunity for substitute coverage. Any such substitutes shall be selected by the Superintendent. Substitutes shall receive a daily rate of pay (i.e. 1/62 of the annual stipend) for each day of substitute service which sum shall be deducted from the regular Weekend Building Monitor's annual stipend.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CUSTODIANS' ASSOCIATION OF THE
TEACHERS' ASSOCIATION OF SAG HARBOR

BY: Michael A. Vacca
Michael Vacca
Association President

DATE: 6-21-05

BOARD OF EDUCATION / SAG HARBOR
UNION FREE SCHOOL DISTRICT

BY: Kathryn Holden
Kathryn Holden
Superintendent of Schools

DATE: 6/21/05

**SALARY SCHEDULE - CUSTODIAL/MAINTENANCE
FOR YEARS: July 1, 2004 to June 30, 2008.**

STEP	BASE YR.			
	2004-05	2005-06	2006-07	2007-08
1	\$27,721	\$29,107	\$30,446	\$31,816
2	\$28,860	\$30,303	\$31,697	\$33,124
3	\$30,088	\$31,592	\$33,045	\$34,532
4	\$31,316	\$32,882	\$34,395	\$35,942
5	\$32,545	\$34,172	\$35,744	\$37,352
6	\$33,773	\$35,462	\$37,093	\$38,762
7	\$35,001	\$36,751	\$38,441	\$40,171
8	\$36,229	\$38,041	\$39,791	\$41,581
9	\$37,457	\$39,329	\$41,139	\$42,990
10	\$38,686	\$40,621	\$42,489	\$44,401
11	\$39,691	\$41,676	\$43,593	\$45,554
12	\$40,723	\$42,759	\$44,726	\$46,739
13	\$41,782	\$43,871	\$45,889	\$47,954
14	\$42,868	\$45,012	\$47,082	\$49,201
15	\$43,983	\$46,183	\$48,307	\$50,481

Annual longevity payments of \$3,000 shall be made to any employee who has completed one year of service at Step 15. Except that each of the following employees: Charles Lyons and Matt McAree, shall continue to receive \$2,000 in longevity annually until such time as he or she is eligible for longevity as set forth in this paragraph, at which time he or she shall receive longevity in accordance with this paragraph.

FOR NOTED POSITIONS, SALARY WILL BE IMPROVED ABOVE THE
BASE SCHEDULE AS NOTED BELOW:

POSITION:	ABOVE SCHEDULE:
MAINTENANCE I	1.04
MAINTENANCE II	1.14
GRUNDSKEEPER	1.04
PAINTER	1.10
MAINTENANCE III	1.20
CUSTODIAL WORKER III	1.25

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