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8352_06302006

Orange-Ulster Boces And Upseu
(Boces Custodial Unit)

BC
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AGREEMENT
BETWEEN
ORANGE-ULSTER
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
for
Custodial and Maintenance Employees

JULY 1, 2002
to
JUNE 30, 2006

RECEIVED

SEP 10 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

7/30/02

ORANGE-ULSTER BOCES

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**ORANGE-ULSTER BOARD OF COOPERATIVE EDUCATIONAL SERVICES
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION**

This Agreement is made and entered into this 13th day of August, 2002, by and between the Board of Cooperative Educational Services, Sole Supervisory District of Orange and Ulster Counties, Goshen, New York ("Employer"), and the United Public Service Employees Union ("Union").

I TAYLOR LAW NOTICE

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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

II RECOGNITION: CHECKOFF

- A. The Employer recognizes the Union as the exclusive bargaining representative of the unit as recognized by the Orange-Ulster Board of Cooperative Educational Services, consisting solely and only of custodians, couriers, and building/custodian supervisors. Disputes concerning the scope of recognition shall not be subject to arbitration.
- B. The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer, upon receipt of signed written authorization to do so by an employee. The Employer will provide the Union with a copy of the staff directory in the Fall of each year. Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Employer.
- C. Each employee who is not a member of the Union will pay to the Union each month an agency fee toward the administration of this Agreement and the representation of such employee, provided, however, that each employee will have available to him/her membership in the Union on the same terms as are available to every other member of the Union. The service charge shall be certified to the Employer by the Union and shall be deducted in the same manner as membership dues are deducted. The amount collected for the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the Union for activities or causes of political or ideological nature. The Union shall

establish appeal procedures for individuals challenging the agency fee in accordance with the state and federal law. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this article.

- D. The Employer shall remit the aforementioned membership dues/agency fees to the following address: United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.

III EFFECTIVE DATE

This Agreement shall become effective as of July 1, 2002, for all employees on the Employer's payroll on the date this Agreement was made and entered into as set forth above and shall remain in effect until June 30, 2006.

IV MANAGEMENT RIGHTS

- A. The Employer reserves all rights, powers, and authority customarily exercised by public employers and management, except as otherwise specifically modified by express provision of this Agreement. Nothing in this Agreement shall be construed to limit the Employer in any way in the exercise of the regular and customary functions of management and the operations of government, including without any limitation whatsoever intended its powers to plan, determine, direct and control the nature and extent of its operation and the working force employed to maintain its operation; the number, size and location of its facilities; the services to be provided and the means, methods or equipment to be employed in providing and/or delivering same; the quality, quantity, and standards of work performed; the number of shifts, hours of work, and overtime; the introduction of any new services and/or the means, methods, equipment or facilities employed in delivering same; direct and control its working force; create or abolish jobs; determine and change job content and job classifications; determine the number of employees it deems essential to fill the various jobs and assignments required; transfer or subcontract work or discontinue or relocate all or any portion of the operations now or hereafter carried on at the location(s) covered by this Agreement; make or amend work rules and regulations; and make or amend terms and conditions of employment of its employees, except to the extent specifically limited by express provision of this Agreement.

- B.** The Employer's failure to exercise any management right and/or government function shall not be deemed a waiver of same. Further, the exercise of any management right and/or government function in a particular manner shall not prevent the Employer from exercising such management right and/or government function in any other manner, provided that any such change shall not require a change in any term and/or condition of employment specifically covered by express provision of this Agreement.
- C.** The Employer reserves the right to promulgate and enforce work rules related to the employees' working relationship with the Employer, provided such work rules do not conflict with a specific provision of this Agreement concerning a term or condition of employment.
- D.** Nothing in this Article shall be construed as a waiver of the Union's right to negotiate over the impact of any management decision on terms and conditions of employment.

V UNION RIGHTS

- A.** The Employer shall post notices of job opportunities within the bargaining unit covered by this Agreement for at least five (5) working days, unless the circumstances in any particular situation make a shorter period appropriate. Such notices shall be posted in the Special Education and the Occupational Education buildings where notices to employees are usually posted. In addition, such notices shall be provided to the Chief Shop Steward. The Employer will provide written notice to any applicant who is not selected.
- B.** Upon written request, an employee shall have the right to review the content of his/her personnel file, excepting any confidential references given at the time of his/her employment, by appointment during normal school hours. Upon request, the employee shall also have the right to have a Union representative accompany him/her in reviewing the personnel file. In the event any complaint or evaluation is to be filed in an employee's file, the employee shall have the right to have his/her written statement concerning the complaint or evaluation attached to the complaint or evaluation and included in the employee's file.
- C.** An official representative of the Union shall be permitted to visit the Employer's premises during working hours for the purpose of conducting normal duties relating to the administration of this Agreement, provided the representative gives the Employer reasonable advance notice and announces him/herself to the Employer

upon arrival at the premises, and, provided further, that such visit does not interfere with any employee's services and/or the Employer's operations. Such official Union representative must be escorted on the premises by the Employer, with reasonable provision made for necessary private discussions with employees of the Employer. There shall be no free access to the Employer's premises by non-employees.

- D. The Union shall have the right to post official Union notices dealing with proper and legitimate business of the Union on existing bulletin boards designated for employee use, provided the notice is signed by a responsible Union officer and is not derogatory or inflammatory.
- E. There shall be a joint committee consisting of three members selected by the Union and three members selected by the Employer for the purpose of consulting about matters of mutual interest and concern. The committee will meet at the request of either the Union or the Employer.
- F. The Chief Unit Officer/Steward shall be released with pay for a maximum of two (2) days per school year to attend Union seminars, meetings, conferences, etc.

VI HOURS OF WORK

- A. Regular hours for full-time, year-round employees shall be eight (8) hours per workday.
- B. The regular work week shall be forty (40) hours per week. This shall neither be considered a guaranteed minimum work week nor a restriction on the Employer's right to assign overtime.
- C. The Employer shall have sole discretion in the scheduling of work.
- D. Each employee who works eight (8) hours a day is entitled to a one-half (½) hour lunch and two fifteen minute breaks within that day.
- E. Each employee shall be given the opportunity to attend one conference for one day with pay each year. The employee's supervisor will schedule the conference day.

- F. Call Back - Call-in** shall be defined as a situation wherein an employee is not at work and at the direction of the Employer, is requested to work hours other than their normal scheduled work hours or days.

An employee who works a call-in situation shall be entitled to a minimum of two (2) hours of pay.

VII HOLIDAYS

- A.** There shall be eleven (11) paid holidays:

- | | |
|---------------------|----------------------------------|
| 1. Independence Day | 7. New Year's Day |
| 2. Labor Day | 8. Martin Luther King's Birthday |
| 3. Columbus Day | 9. Lincoln's Birthday |
| 4. Veteran's Day | 10. Washington's Birthday |
| 5. Thanksgiving Day | 11. Memorial Day |
| 6. Christmas Day | |

- B.** In any year in which the Administrators receive the Day after Thanksgiving and/or Good Friday as paid holidays, the employees covered by this Agreement shall also receive them. The Employer shall have the right to designate additional holidays with notice to the Union.

VIII VACATION

- A.** Employees shall be entitled to the following paid vacation schedule:

- | | |
|-----------------------------|-----------------------------|
| 1 year - 15 vacation days | 11 years - 21 vacation days |
| 6 years - 16 vacation days | 12 years - 22 vacation days |
| 7 years - 17 vacation days | 13 years - 23 vacation days |
| 8 years - 18 vacation days | 14 years - 24 vacation days |
| 9 years - 19 vacation days | 15 years - 25 vacation days |
| 10 years - 20 vacation days | |

- B.** Vacation leave which is not used may be accumulated, provided such accumulation shall not exceed two times the employee's current annual vacation entitlement.
- C.** Scheduling of vacations is subject to the approval of the Administration. Employees shall make their vacation requests in writing on reasonable advance notice to the Program Director.

IX LEAVES

- A. Sick Leave.** Effective July 1, 2002 employees shall be allowed a total of thirteen (13) days of absence at full pay during each year due to personal or family illness or injury. Effective July 1, 2003, employees shall be allowed a total of fourteen (14) days of absence. Effective July 1, 2004, employees shall be allowed a total of fifteen (15) days of absence. Immediate family shall be defined as spouse, parent, child, brother, sister, grandparent or grandchild of employee or spouse and relatives who are the primary responsibility of the employee and who reside in the employees household. Unused sick leave days shall be accumulative to two hundred fifty (250) days.
1. Upon request of the Administration, a doctor's certificate shall be furnished by the employee after three (3) consecutive days of sick leave. In cases of suspected abuse, the Employer may require a doctor's certificate for any length of absence.
 2. Employees who wish to participate in a sick bank may do so by advising the Administration, in writing, no later than September 15 of each year. Upon receipt of such notice the employee's individual sick leave will be diminished by one day, and that day will be contributed to a sick bank jointly administered by an equal number of Employer and Union representatives for the purpose of supplementing employees' exhausted individual sick leave entitlement in cases of catastrophic, long term, disabling illnesses or injuries. All utilization of sick bank days must be approved by a majority of the committee. Upon exhaustion of the sick bank the employees may contribute one additional day to the bank, but, in no event shall an employee be permitted to contribute more than two (2) days to the bank in one year.
 3. Employees who have worked for the entire year and did not use any sick days, shall be entitled to a bonus of one hundred fifty (\$150.00) dollars, to be paid at the conclusion of that year.
- B. Bereavement Leave.** A maximum of three (3) days leave shall be granted for each death in the immediate family of the employee without loss of pay. Immediate family shall include spouses, children, parents, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren and relatives who are the primary responsibility of the employee and who reside in the employee's household.
- C. Jury Duty.** Time responding for a summons for jury duty shall be allowed without loss of leave days. The Employer shall pay employees on jury duty the difference between their regular salary and their jury duty compensation. This shall be

accomplished by employees returning their jury duty fees to the Employer except for travel expenses and mileage.

- D. **Child Care Leave.** Employees shall be granted a leave of absence, without pay or other benefits paid for by the Employer (subject to the requirements of the Family and Medical Leave Act), for the purpose of caring for their newborn or newly adopted child. The leave shall not exceed one (1) year and shall end at the beginning of a school year. The employee must apply for child care leave three (3) months in advance of the commencement date, except in cases where a certified medical condition precludes such notice.

X COMPENSATION

- A. Effective July 1, 2002, employees shall receive five percent (5%) wage increase inclusive of step.

Effective July 1, 2003, employees shall receive five percent (5%) wage increase inclusive of step.

Effective July 1, 2004, employees shall receive five percent (5%) wage increase inclusive of step.

Effective July 1, 2005, employees shall receive five percent (5%) wage increase inclusive of step.

Longevity Increase	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>
Five (5) years of BOCES service	\$400	\$450	\$500	\$550
Ten (10) years of BOCES service	\$550	\$600	\$650	\$700
Fifteen (15) years of BOCES service	\$800	\$850	\$900	\$950
Twenty (20) years of BOCES service	\$1,050	\$1100	\$1150	\$1200

Top Step Longevity

Employees who are being paid on Step 15 of the Salary Schedule shall receive a longevity payment equal to the amount of the increment between Step 14 and Step 15.

- B. Employees required in writing by the Employer to take an Adult Education course shall be reimbursed for the cost of that course.

- C. Employees assigned in writing by the Employer to work out-of-title for more than five (5) or more consecutive days shall be paid at the rate of the out-of-title position, retroactive to the first day worked in such position.
- D. The Employer shall offer a direct deposit plan at the banking institution each employee chooses, if feasible.
- E. Employees may participate in an IRS Section 125 or 129 plan as provided by the Employer.
- F. **Night Differential** - An employee assigned to a 2:00-10:00 p.m. shift or a 3:00-11:00 p.m. shift shall receive a fifty (\$.50) cent shift premium for each hour worked.
- G. Compensation for extracurricular activities will be granted to employees who volunteer (i.e., Odyssey of the Mind, JASON, etc.). The aforesaid compensation will be Twenty-Five Dollars (\$25.00) per hour.
- H. **Lead Person Compensation**

Day Lead Person	\$1,000
Night Lead Person	\$1,500
Custodial Supervisor	\$5,200
Maintenance Supervisor	\$5,200

XI INSURANCE AND RETIREMENT, AND CREDIT UNION

A. Health Insurance

- 1. Effective the first day of employment, the Employer shall pay the full cost of health insurance offered by the Employer for either individual or family plans, as appropriate for the employee.
- 2. Duplicate coverage is not permitted. The Employer will pay the following amounts to any member of the bargaining unit who elects not to participate in the health insurance plan for a given year:

Single Plan - \$1,600.00
Family Plan - \$1,800.00

- B. **Benefit Trust** The Board will contribute \$450.00 per member effective July 1, 2002 for purchase of Dental and other benefits other than health. These benefits shall be administered by a board comprised of representatives selected by UPSEU and other bargaining units. Those members who opt to participate in a family plan will contribute \$100.00 per year; such contribution can be made through the 125 plan.

C. Retirement/Sick Leave Sell Back

Employees who retire shall be entitled to payment for unused sick days pursuant to the following schedule:

- | | | |
|----|---|-------------|
| 1. | Up to fifty-nine (59) days | \$30.00/day |
| 2. | Up to sixty-nine (69) days | \$35.00/day |
| 3. | Up to seventy-nine (79) days | \$40.00/day |
| 4. | Up to eighty-nine (89) days | \$50.00/day |
| 5. | Up to a maximum of two hundred fifty (250) days | \$55.00/day |

D. Employees shall be entitled to participate in one of the tax sheltered annuities approved by the District.

E. Employees shall be entitled to participate in the Orange County School Employees Federal Credit Union.

F. Health Insurance/Retirement

Upon retirement, health insurance shall continue in effect for ninety (90) days. After this period, an employee who has been employed by the Board for five (5) years shall be entitled to fifty (50%) percent of the individual cost and thirty-five (35%) percent of the dependent cost.

G. Employees who have worked for the Board for at least ten (10) years shall be paid One Thousand Dollars (\$1,000) for each year of service upon retirement, provided they have given the Board at least one (1) year's advance written notice of retirement. The one year advance notice will be waived in cases involving extenuating medical conditions. Employees retiring between the July 1, 2002 to June 30, 2003 school year will only be required to provide thirty (30) days written notice. Retirement payment may be made during the following year or at the date of retirement at the employees option.

XII GRIEVANCE PROCEDURE

A. A grievance is a dispute or controversy arising out of the interpretation or application of a specific provision of this Agreement.

B. Grievances must be initiated within fifteen (15) working days of the occurrence giving rise to the grievance by reducing it to writing – specifying the particular article (s) and subdivisions of this Agreement at issue, the events alleged to have given rise to the grievance, the identity of the aggrieved person(s), and the relief sought – and transmitting it to the other party. Any employee who believes he or she has a grievance may discuss it informally with the building director involved or his

designee within these fifteen (15) working days in an effort to have the grievance adjusted informally, provided that such informal discussions shall not extend the time within which to initiate a grievance.

- C.** Within fifteen (15) working days of the submission of the grievance in accordance with paragraph "B", a meeting shall be arranged by the aggrieved between a representative of the Union and the appropriate building director of the Employer. Any aggrieved employee for whom relief is being sought must be present at this meeting. Within ten (10) working days of said meeting, a written decision on the grievance shall be rendered by the party against whom the grievance is made.
- D.** If the grievance is not settled, the grievance shall be submitted, no later than ten (10) working days after the receipt of the decision rendered in accordance with paragraph "C", to the Business Representative of the Union or the Employer's Executive Officer or their designees, as applicable. There shall be a written response to such submission within ten (10) working days of receipt of the grievance at this stage.
- E.** If the grievance remains unsettled, the aggrieved shall submit the grievance in writing to the Employer within seven (7) working days of the decision rendered in accordance with paragraph "D." Both parties shall appear before the Employer or its designee at its next regular meeting or within thirty (30) working days of receipt of the grievance, whichever comes first. The Employer shall render a decision within ten (10) working days of such meeting.
- F.** If a grievance is not settled, either party shall advise the other, in writing, of its intention to proceed to arbitration, and shall submit the matter to arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association within seven (7) working days of the receipt of the decision rendered in accordance with paragraph "E". No grievance arising after the expiration date of this Agreement shall be subject to arbitration until a successor agreement has been negotiated unless the Employer or its designee and the Union agree in writing to arbitrate earlier.
- G.** The arbitrator shall have no power to add to or subtract from, or change or modify or amend, directly or indirectly, any of the terms or provisions of this Agreement, or any authority to hear or determine any dispute involving the exercise of a management or governmental function or right not limited by specific, expressed provision of this Agreement. The arbitrator shall determine only whether or not there has been a violation of a specific provision of this Agreement.

- H. All time limits shall be strictly adhered to unless the parties mutually agree otherwise in a signed writing for a particular grievance. Failure to proceed in strict accordance with all time limits shall be deemed a waiver of the grievance, and it shall not be subject to further appeal or arbitration. In the event a party fails to make a decision within applicable time limits, the grievance shall be deemed to have been denied on the last day a decision could have been rendered. No arbitrator shall have jurisdiction to hear a grievance not processed in strict accordance with all of the procedures herein on a timely basis.
- I. Any arbitration award rendered in full compliance with this article shall be final and binding on the parties. The Employer and the Union will share equally the arbitrator's fees and expenses.
- J. Grievances may be processed on working time, provided there is no unreasonable interruption or delay of the Employer's operations.

XIII UNIFORM ALLOWANCE AND MILEAGE REIMBURSEMENT

- A. The Employer shall purchase, and distribute five (5) complete sets of uniforms for each custodial and maintenance employee. Replacement shall be on an as needed basis.
- B. Employees shall be reimbursed for approved travel at the rate used by the IRS at the time of the travel

XIV COMPLETE AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Nothing herein shall restrict the Employer in the exercise of its reserved management rights and/or governmental functions.
- B. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, express or implied, between the parties and their predecessors and shall govern their entire relationship and shall

be the sole source of all rights or claims which may be asserted in arbitration hereunder or otherwise.

- C. The Employer shall not enter into any agreements with individual employees covered by this Agreement, and, in the event such an agreement is entered into, the same shall be deemed null and void.

XV SAVINGS PROVISION

In the event that any provision of this Agreement is declared in whole or in part by any court or government agency of competent jurisdiction to be illegal, void, and/or invalid, all of the other provisions of this Agreement shall remain in full force and effect and continue to be binding upon the parties to the same extent as if that part declared illegal, void and/or invalid, had never been incorporated in this Agreement.

XVI MODIFICATION

This Agreement cannot be modified, except by a written document signed by the parties.

IN WITNESS WHEREOF the parties set their hands and seals in agreement on the date first set forth above.

ORANGE-ULSTER BOCES

BY: Robert J. Hanna
Robert J. Hanna, Ph.D.
Executive Officer

Jeffrey D. Smith
Jeffrey D. Smith, J.D.
Deputy Superintendent

UNITED PUBLIC SERVICE EMPLOYEES UNION

Kevin E. Boyle, Jr.
Kevin E. Boyle, Jr.
President

Gary M. Hickey
Gary M. Hickey
Vice President/Regional Director

Christine Drake
Christine Drake
Negotiating Committee Member

Bruce Gertzakis
Bruce Gertzakis
Negotiating Committee Member

8-13-02
Date

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SOLE SUPERVISORY DISTRICT OF
ORANGE-ULSTER COUNTIES**

SALARY SCHEDULE - NON-CERTIFIED PERSONNEL

CUSTODIAL WORKER

STEP	2002-03	2003-04	2004-05	2005-06
1	24856	25557	26264	26977
2	25373	26099	26834	27576
3	25890	26642	27404	28175
4	26406	27184	27974	28774
5	26924	27727	28544	29373
6	27442	28270	29113	29971
7	27976	28814	29684	30569
8	28518	29375	30255	31168
9	29072	29944	30844	31767
10	30347	30526	31441	32386
11	30900	31864	32052	33013
12	31455	32445	33458	33655
13	32009	33028	34068	35131
14	32563	33610	34679	35771
15	33119	34191	35290	36413

LONGEVITY:	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>
Five (5) years	\$400	\$450	\$500	\$550
Ten (10) years	\$550	\$600	\$650	\$700
Fifteen (15) years	\$800	\$850	\$900	\$950
Twenty (20) years	\$1,050	\$1,100	\$1,150	\$1,200

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SOLE SUPERVISORY DISTRICT OF
ORANGE-ULSTER COUNTIES**

SALARY SCHEDULE - NON-CERTIFIED PERSONNEL

MAINTENANCE WORKER

STEP	2002-03	2003-04	2004-05	2005-06
1	27919	28706	29503	30307
2	28499	29315	30142	30978
3	29079	29924	30781	31649
4	29658	30533	31420	32320
5	30238	31141	32059	32991
6	30820	31750	32698	33662
7	31417	32361	33337	34333
8	32028	32988	33979	35004
9	32649	33630	34637	35678
10	34089	34281	35311	36369
11	34776	35794	35995	37077
12	35457	36515	37583	37795
13	36142	37230	38341	39463
14	36826	37949	39092	40258
15	37509	38667	39847	41046

LONGEVITY:	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>
Five (5) years	\$400	\$450	\$500	\$550
Ten (10) years	\$550	\$600	\$650	\$700
Fifteen (15) years	\$800	\$850	\$900	\$950
Twenty (20) years	\$1,050	\$1,100	\$1,150	\$1,200