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#### **Contract Database Metadata Elements**

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SEC 5600

# Contract Agreement

Between

Mexico Academy & Central School  
Full Time Secretarial and Office Staff Association

And

Mexico Academy & Central School District



**RECEIVED**

JAN 17 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

July 1, 2005

through

June 30, 2010

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## ARTICLE I

### Negotiation Procedure

This agreement is made and entered into this day by and between the Superintendent of Schools of the Mexico Central School Board of Education (hereinafter called the "District") and the Mexico Central School Full-Time Secretarial and Office staff Association (hereinafter called the "Association").

### Principles

The District and the Association recognize that the best interests of public education will be served by establishing procedures to provide an orderly method for the District and the Association to discuss matters of mutual concern and to reach a mutually satisfactory agreement on these matters. To this end, free and open exchange of views is desirable and necessary, with representatives of all parties participating in deliberations.

### Recognition

The District recognizes the Association as the exclusive representative of the clerical staff, as described above, for the purposes of discussion, participation in, and negotiation on matters of mutual concern. Said recognition shall remain in effect provided that the Association can show evidence, if requested by the Board, that it has more than 50 per cent of the eligible staff as bona fide members of the Association in accordance with Article 14 Sections 204 and 205 of the Public Employees' Fair Employment Act (N.Y. State).

### Negotiations Committee

In order to formalize and facilitate an orderly procedure for deliberations, the District and the Association agree to the establishment of Negotiations Committee. The committee shall consist of not more than four representatives from the District and not more than four representatives from the Association.

The District and Association representatives mutually agree to exchange, upon request, such information as will assist the committee in developing intelligent, accurate, and constructive proposals and programs.

The negotiation meetings of this committee shall be open only to members of the committee. Should a member group desire the presence of an advisor or resource personnel pertinent to the subject at hand, prior notice shall be given to the other group. A substitute should be named by both parties in case of illness.

### Length of Contract Agreement

This agreement shall be in effect for a five-year period, commencing July 1, 2005 and ending June 30, 2010.

**Resolving Disagreement**

All parties pledge themselves to negotiate in good faith and, in the event of failure to reach agreement, to utilize such mediator facilities as may usefully contribute to arriving at agreement between them. The parties will select a mediator by mutual determination as established by PERB regulations.

**Amendments**

Amendments to this agreement shall be mutually acceptable to the District and the Association.

**Articles**

All personnel policies, fringe benefits, conditions of employment and salary will be attached hereto as articles.

## ARTICLE II

### Grievance Procedure

#### Definition of Grievance

A grievance shall be defined as a claim that the District violated an express term of this Agreement.

#### Procedure

A grievance may be raised by the Association or by an employee within the negotiating unit covered by this Agreement. Once raised, the grievance will be resolved by the following procedure:

##### Step 1: Informal Stage

The grievance shall be first orally discussed between the grievant and the grievant's immediate supervisor. The grievant may also discuss the matter with the Superintendent of Schools or designee.

##### Step 2: Formal Stage

A grievance which is not resolved in Step 1 shall be submitted in writing to the Superintendent of schools or designee. The written grievance must be signed by the grievant and set forth the specific claim being made together with a statement of the facts surrounding the grievance. Within two (2) weeks after the submission of the written grievance there shall be a meeting between up to four (4) representatives designated by the Superintendent of Schools and up to four (4) representatives designated by the Association for the purpose of resolving the grievance.

##### Step 3: Appeal Stage

If the grievance remains unresolved after the Formal Stage (Step 2), the Association may appeal the grievance in writing to the Board of Education within two (2) weeks after the date of the Superintendent's, or designee's, decision. The Board of Education shall render a final decision within two (2) weeks after receiving the appeal with, or without, a hearing as it may deem advisable.

##### Step 4: Binding Arbitration Stage

If the grievance remains unresolved after the Appeal Stage (Step 3) meeting, the Association may, within a time limit of thirty (30) calendar days after the Appeal Stage, submit the unresolved grievance in writing to the American Arbitration Association. The decision or award rendered by the designated arbitrator shall be binding on the District and the Association. The fees and expenses of the arbitrator shall be shared equally by the District and the Association.

### ARTICLE III

#### Employment Specifications

Employees shall be appointed to the position from an eligible list resulting from an Oswego County Civil Service competitive examination. If no appropriate list is in existence, he/she may have a provisional appointment and be required to take an examination when it is next scheduled. Provisional employees shall receive no yearly salary increment. All promotional appointments will be made from the Civil Service eligible list. Once appointed, the employee shall be placed on the same salary level in the new classification based upon years of credited service and actual service in the District. The District will consider seniority as well as merit in the matter of promotional appointments.

All job vacancy notices for job openings within the jurisdiction of the MACS Full-Time Secretarial and Office Staff Association will be distributed by the District to each building for posting. A copy of each notice will be sent to the unit president. Job vacancy notices will be posted for a minimum of 7 days (including Saturdays and Sundays).

Details on the job duties may be discussed individually by the District and employee.

An educational secretary must not only possess the qualifications listed above, but he/she should also possess awareness of educational processes and school policies, and have an understanding of personal relations in a teacher-learning situation.

## ARTICLE IV

### General Employment Provisions

#### **4.1 Sick Leave Policy**

- a. Application: Full pay shall be granted for the absence of a secretarial employee for personal illness. Personal illness shall include illness or death of the employee's own parents, step-parents, siblings, spouse, children, step-children, step-grandchildren, grandparents, step-grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunts, uncles or significant other.
- b. Sick leave shall be accumulated at the rate of one day per month. The annual allotments of sick leave (12 days) shall be prorated and available for the employee's use on the first day of his/her employment. Thereafter the annual allotment shall be credited on July 1<sup>st</sup> of each year. Unused sick time will be accumulated up to 285 days for the duration of this agreement.

#### **4.2 Personal Leave Policy**

Personal leave of four (4) days will be granted for personal business. Application for such days should be made to the immediate supervisor prior to its use whenever possible. Unused personal leave will be credited to the employee's accumulated sick leave account at the end of each fiscal year.

#### **4.3 Vacation Policy**

Employees during their first year of service to the District shall be provided one-half (1/2) day per month as a paid vacation day.

These paid vacation days may not start to accrue until the employee has completed three (3) months of employment. The maximum number of paid vacation days that a first year employee may accrue and use shall be four and one-half (4 ½).

##### **I. Employees hired before July 1, 1985**

It shall be understood that vacation days are earned in the previous year of employment and taken in the next successive year of employment. Those employees whose first day of employment began before July 1, 1985 shall begin accumulating service time for vacation as of July 1<sup>st</sup> of the year after their date of employment.

##### **II. Employees hired after July 1, 1985**

For vacation purposes all employees employed on or after July 1, 1985 shall begin accumulating service time for vacation on their first day of employment.

The following schedule regarding vacation days shall apply after the first year of employment:

- Starting the 2<sup>nd</sup> year through the 4<sup>th</sup> year of service – 10 days
- Starting the 5<sup>th</sup> year through the 12<sup>th</sup> year of service – 15 days
- Starting the 13<sup>th</sup> year of service – 16 days
- Starting the 14<sup>th</sup> year of service – 17 days
- Starting the 15<sup>th</sup> year of service – 18 days
- Starting the 16<sup>th</sup> year of service – 19 days
- Starting the 17<sup>th</sup> year of service – 20 days

Employees who have worked one-half or more of the workdays within a given month shall be credited with one month of service.

Employees who have worked less than one-half of the workdays within a given month shall not be entitled to any vacation service credit.

Vacations should be scheduled and employees should receive prior approval through the immediate supervisor. Vacations normally should be used within the appropriate year except that up to five (5) days of unused vacation will be automatically carried over into a new fiscal year.

If an emergency situation occurs in which the District prevents someone from taking his/her vacation, then an employee may request to have more than 5 unused days carried over.

The following procedure will be used in determining how much vacation time a District employee transferring into a position within the Association will be credited for prior service:

1. The employee will be credited with one year for each year in which the employee was in a 12-month position within the district that carried vacation benefits.
2. The employee will be credited with one month of service for each month that he or she was in a position within the District that carried no vacation benefits. The total months will be divided by 12 to determine the number of years of credit the employee will bring to the new position. Fractional years will be rounded to the nearest year.

**Example:** Employee A was in a 10-month teaching assistant position for 5 years before transferring to a position within the Association. In the first year, she started in October and only worked 9 months. In another year, she was out two months on a child-rearing leave.

Total months worked = 47  
 $47/12 = 3.917$  which rounds to 4 years credit toward vacation.

As Employee A would be starting her 5<sup>th</sup> year of vacation eligibility, she would qualify for 15 days of vacation.

#### 4.4 Holiday Policy

The full-time secretarial employee will have nineteen (19) paid holidays per school year. This will include any legal holidays plus other floating holidays to be chosen by each secretary with the prior approval of his/her supervisor.

Snow days or other emergency school closing days shall be considered as time off with pay. If the individual secretary is notified by his/her supervisor to report to work, this time shall be considered as overtime, regardless of the hours worked that week.

#### 4.5 Working Hours

Each full-time secretarial employee will work a seven and one-half (7 ½) hour day excluding a lunch break from September through June. During July and August, the workday will be six and one-half hours excluding a lunch break. Hours of employment and lunch break must be mutually agreed upon between the employee and his/her immediate supervisor, as pursuant to Section 162 of New York State Labor Law. Approved deviations from working hours described above are not considered to be precedent setting, nor do they lower the threshold for overtime payments (37.5 hours per week September through June and 32.5 hours per week July through August.)

#### 4.6 Overtime

##### 6a. Less than 40 Hour Employees

For employees working 37 ½ hours a week, the hours between 37 ½ and 40 for the week shall be paid or compensatory time shall be earned at the straight time rate up until forty (40) hours' work in the week.

##### 6b. Payment or Compensatory Time

For all hours worked beyond forty hours in any one work week an employee shall receive payment at time and one-half his/her normal hourly rate. Upon mutual agreement between the employee and his/her supervisor, in lieu of receiving overtime pay, the employee may make alternative arrangements to accrue compensatory time at the rate of 1 ½ time to be taken at a later mutually agreeable time. When an employee is paid for overtime the number of hours of overtime pay will be included on the next available pay period. This provision will be in conformance with State and federal laws.

##### 6c. Definition of Time Worked

Any paid time will count as time worked for the calculation of overtime.

##### 6d. Procedure for Overtime

- All overtime must receive prior approval from the employee's immediate supervisor.
- Overtime must appear on the employee's monthly time sheet.
- Overtime will only be granted in blocks of 15 minutes.
- Employee will indicate on monthly time sheet his/her desire for the overtime to be compensated monetarily or to have his/her overtime accrue toward compensatory time.

#### **4.7 Child Rearing Leave**

A leave of absence for child rearing purposes for up to one year shall be provided an employee upon request. Such request should be made to the Superintendent or designee thirty (30) days in advance of such leave.

#### **4.8 Child Bearing Leave**

Child bearing leave will be granted to full time employees. Employees will be required to give reasonable notice to the Superintendent or designee that a leave is requested. Child bearing leaves are to be considered as sick time. Sick pay will be paid for any days absence on a child bearing leave in accordance with Section 4.1 (Sick Leave).

#### **4.9 Extended Leave for Personal Reasons**

The Board of Education may, within its discretion, grant a leave of absence, after a period of three (3) years employment, for a period not to exceed one (1) year. In very special circumstances, the Board may extend the leave.

A bargaining unit member's request for leave, under this provision, shall be made to the Superintendent or designee at least thirty (30) days in advance, unless there are extenuating circumstances that would prevent such advance notice.

#### **4.10 Jury Duty Leave**

Bargaining unit members shall be paid their regular rate of salary for each day of jury duty served. The unit member shall retain any daily fees or expense allowances provided the unit member.

#### **4.11 Bereavement Leave**

The District shall grant up to three (3) leave days at the employee's current daily rate of pay per occurrence for death of the unit member's own parents, step-parents, siblings, spouse, children, step-children, step-grandchildren, grandparents, step-grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunts, uncles or significant other.

#### **4.12 Association Leave**

Five (5) days per year shall be provided for the use of the Association President or his/her designee. These five days shall be without loss of pay. It is understood that the Association President shall notify the District Superintendent at least five (5) days in advance of the use of such days in order to permit arrangements to be made for a substitute, if necessary.

#### **4.13 Health and Safety**

The District will ensure that unit employees be provided with a healthy and safe environment.

## ARTICLE V

### General Salary Provisions

All bargaining unit members will receive a 3.75% annual increase to their base salary (not including longevity) for the duration of this 5-year agreement.

### Beginning Salary Schedules

Level	Position	2005-06	2006-07	2007-08	2008-09	2009-10
Level IV	• Principal • Account Clerk	\$35,929	\$36,917	\$37,932	\$38,975	\$40,047
Level III	• Senior Account Clerk • Senior Stenographer • Personnel Assistant	\$29,753	\$30,572	\$31,413	\$32,277	\$33,164
Level II	• Stenographer • Senior Typist • Account Clerk	\$27,508	\$28,265	\$29,042	\$29,841	\$30,662
Level I	• Clerk • Typist	\$22,455	\$23,073	\$23,708	\$24,360	\$25,030

#### Notes on Salary Schedule:

1. A move to a position title on the same level will be considered a lateral move and not a promotion. A move to a position title at a higher level will be considered a promotion.
2. Any member of the unit who takes a different position that represents a promotion, shall receive the base salary for that new position or a \$2,000 incentive added to their current base, whichever is greater.
3. A one-time hiring incentive, at the rate of \$100 per year for verified experience in a comparable Civil Service position outside of the district shall be granted at the end of the employee's successful probationary period (26 weeks).

### LONGEVITY

The longevity stipends shall be credited to each employee based upon the employee's actual years of service. The stipend shall be paid annually on the first pay period after the anniversary of the date of hire.

At the beginning of the 5 <sup>th</sup> year of service to the district:	\$400
At the beginning of the 10 <sup>th</sup> year of service to the district an additional:	\$500
At the beginning of the 15 <sup>th</sup> year of service to the district an additional:	\$660
At the beginning of the 20 <sup>th</sup> year of service to the district an additional:	\$900
At the beginning of the 25 <sup>th</sup> year of service to the district an additional:	\$1,040
At the beginning of the 30 <sup>th</sup> year of service to the district an additional:	\$1,200

Those bargaining unit members hired before July 1, 2005 who have not reached longevity step/level will receive \$100 each year until they reach the first step/level in longevity. At that point the \$100 payment will stop and the first longevity step will take effect.

**ARTICLE VI****New York State Employee's Retirement**

All employees in the bargaining unit shall receive those pension benefits provided by the New York State Employee's Retirement System based upon the individual's date of membership in the Employees Retirement System.

The parties agree that if there is an improvement in a negotiable retirement benefit which results from negotiations with the Teachers' Association, it will be automatically provided to the eligible members of the Secretarial and Office Staff Association – effective date of implementation with the Teachers' Association. The Secretarial and Office Staff Association will negotiate the terms and conditions of the application of any such benefit improvement.

**ARTICLE VII**

**Health and Dental Insurance**

**7.1 Insurance Plan and Premium Payment**

**A. All Employees**

The District shall provide, at its own cost, Life, Accidental Death & Dismemberment Insurance (\$5,000 per employee), and Disability Income Benefits at benefit levels as follows:

1. Monthly maximum earnings to 60%.
2. Length of benefit to age 65.
3. Maximum monthly benefit to \$3,000.

**B. Basic Health Insurance**

The Basic Health Insurance program in effect will be Central New York Health Insurance Trust (or equivalent plan thereto) with the \$2,000,000 lifetime master medical limit and the 20% (after meeting annual deductible) prescription drug card.

**C. Premium Contribution**

The premium contribution for members of this unit shall be:

<u>Year</u>	<u>Individual</u>	<u>Dependent</u>
2005-06	\$225	\$450
2006-07	\$275	\$550
2007-08	\$325	\$650
2008-09	4.5%	4.5%
2009-10	5.0%	5.0%

All employee contributions shall be made through a pre-tax flexible spending (IRS-125) plan.

The District and the Association will continue to explore alternative payment plans for health insurance. Should a plan acceptable to both parties be developed, the parties will enter into negotiations to modify this provision of the contract.

**7.2 Inactive Employees**

The District will cease making premium contributions on behalf of employees (other than those off an accrued sick leave) who are off the active payroll for ninety (90) consecutive school days or more. Subject to the terms and conditions of the policy, such employees may continue their coverage by assuming the full cost of their applicable premium.

### 7.3 **Change of Insurance**

The insurance coverage and/or carrier may be changed during the term of this agreement by the written, mutual agreement of the Board and the Association.

### 7.4 **Dental Insurance**

The District will contribute 100% of the cost of the individual employee's Blue Cross/Blue Shield of CNY Prime Blue Dental Plan. The District will contribute the amount of the annual premium for an individual plan towards the premium for a family plan. The District shall not be liable for any costs of the plan that exceed the amount of the individual plan. Retirees may retain coverage in the dental insurance program at their own expense.

### 7.5 **Optional Payment in Lieu of District Coverage**

Unit members may elect to opt out of the District's health insurance plan. A unit member who elects to opt out of the health insurance plan will receive a one-time payment equal to 11% of one year's annual premium cost for the coverage level for which he or she is eligible to participate. The unit member will not be able to join the plan for one calendar year unless there is a death, divorce, or loss of insurance coverage by a spouse, in which case the unit member can enroll. In such instance, the unit member will reimburse the District the opt-out stipend previously paid on a prorated basis. This provision is renewable every year when the employee shall be eligible for another opt-out bonus payment of 11% of one year's annual premium payment.

### 7.6 **Insurance Improvement**

The parties agree that if there is an improvement in health and dental insurance (Articles VII and X), which results from negotiations with the Teachers Association, it will be automatically provided to the eligible members of the Secretarial and Office Staff Association – effective date of implementation with the Teachers Association. The Secretarial and Office Staff Association will negotiate the terms and conditions of the application of any such benefit improvement.

## ARTICLE VIII

### Professional Improvement

The ultimate goal of a conscientious education secretary is to provide smooth continuing service as a necessary part of the multi-phase educational process. The quality of our work directly, but often invisibly, influences the final by-product, education. We realize it is essential for us to keep pace with the changes in and new approaches to our profession.

To keep up to date and grow professionally, it is necessary that secretaries be allowed to attend conferences, the Oswego County Educational Secretaries Association meetings, and have visitation days. The members of the secretarial group will be eligible for such educational experiences with approval of the Superintendent or designee.

1. The Oswego County Educational Secretarial Association is offering workshops, conferences, and courses to all members on a county-wide basis. Attendance at the offered workshops, conferences, and courses is encouraged and supported by the Board of Education.
2. Clerical staff, with approval of the Superintendent or designee, will be eligible to attend secretarial conferences, with expenses to be defrayed by the Board.
3. Teacher workshop days may be used for secretarial meetings or professional improvement. The planning for these days will be a cooperative effort.
4. Professional Improvement Increment:  
Unit members will be paid \$155 in 2005-06, \$165 in 2006-07, \$170 in 2007-08, \$175 in 2008-09 and \$180 in 2009-10 as a permanent salary increase, upon the completion of every three (3) credit hours or thirty (30) clock hour course, which will lead to the professional growth of the secretarial staff of the school district. The course must have prior approval of the Superintendent or designee. Full payment for such hours/courses shall be payable no later than the next regular paycheck after proof of completion has been submitted to the Superintendent or designee. The District shall pay for such hours or course work to a maximum of sixty-six (66) credit hours (22 such courses or 660 clock hours).

**ARTICLE IX**

**Dues Check-Off**

**9.1 Forms of Dues Deduction**

The District agrees to deduct from the salaries of employees within this negotiating unit, membership dues for the Association as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to Mexico Academy and Central School Full-Time Secretarial and Office Staff Association. Employee authorizations shall be in writing in the form set forth below:

**DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION**

\_\_\_\_\_  
(Print) Name: Last First Middle Building

To: Board of Education of Mexico Academy and Central School District

Pursuant to Chapter 392, Laws of 1967, I hereby request and authorize you to deduct from my salary and transmit to the Mexico Academy and Central School Full-Time Secretarial and Office Staff Association the dues as certified below. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice as specified in section 5.5.

Mexico Academy and Central School  
Full-Time Secretarial and Office  
Staff Association

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature Date

**9.2 Certification of Dues to be Checked-Off**

The Association shall certify to the District in writing the current rate of its membership dues. Any change in the rate of the above membership dues shall be given to the District thirty (30) days prior to the effective date of such change in dues deduction.

**9.3 Time of Deduction**

The total annual membership dues for the above-designated professional Association, certified as mentioned above, shall be deducted in twenty (20) equal installments beginning with the first pay period in September. No later than two weeks prior to the first scheduled paycheck in September, the Association shall provide the District with a list of Association members from whom dues are to be deducted and the corresponding amount of dues to be deducted.

**9.4 Transmittal**

The District shall, following each pay period from which dues deductions are made, transmit the amount so deducted to the Association.

**9.5 Withdrawal of Authorization**

The Association will notify the District of any changes in the amount of dues to be deducted as well as from whom the dues will be deducted.

**9.6 Other Deductions**

The District shall deduct from the salary of each bargaining unit member who is not a member of the Association a service fee that is equal to the Association's dues for a member at the same salary level. Such fees will be deducted and transmitted in the same manner as the dues deductions procedures for members of the Association.

## ARTICLE X

### Health Insurance for Retirees

- 10.1 Effective July 1, 1996, the District will pay 60% of the health insurance premium for individual coverage or it will pay 60% of the health insurance premium for dependent coverage for 10 years following retirement, for all unit members with a minimum of twenty years of service in the district.

For bargaining unit members retiring on or after June 1, 2001, the District will pay 60% of the health insurance premiums for individual coverage and for dependent coverage in retirement for the life of the retiree for all unit members with a minimum of twenty (20) years service in the District.

- 10.2 An employee, who retires, under the provisions of the State Employee Retirement Program and/or Social Security, shall receive a continuation of the Group Health Insurance Plan as described in Article VII in which the employee participates. Additionally such employee may also elect to pay the remaining portion of the premiums not paid by the District by converting his/her unused sick days to a maximum of 285 days at a rate of \$125 per day.

10.3 **Unused Sick Leave Option**

Employees shall have an additional option, in lieu of Option 1 above, to receive a cash payment of \$40 times the number of unused sick days remaining at the time of retirement up to maximum of 285 days. This cash option is in place of receiving health insurance.

## ARTICLE XI

### Liaison Committee

#### 11.1 Membership and Meetings

A liaison committee shall be formed consisting of up to three (3) Association members as designated by the Association and up to three (3) designees for the Superintendent. The Liaison Committee shall meet one time each semester during the school year, no later than November 15 in the first semester and no later than April 15 in the second semester, and at such other times as are mutually agreed. Either party may initiate the scheduling of the Liaison Committee meeting.

#### 11.2 Purpose of the Committee

The purpose of the Liaison Committee shall be to allow both parties to discuss issues of mutual concern during the term of this Agreement. This Agreement was reached through an interest-based process; therefore, it is a goal of the Liaison Committee to use this process in discussions/resolutions of issues. A function of the Liaison Committee is to create a Memorandum of Understanding, if necessary, for the review and approval of the Superintendent.

**ARTICLE XII**

**Duration**

This agreement shall take effect July 1, 2005 and shall be in effect until June 30, 2010.

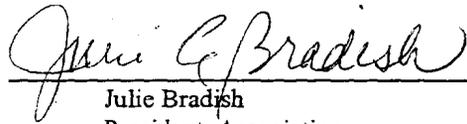
**SIGNATURES**

**For the District:**

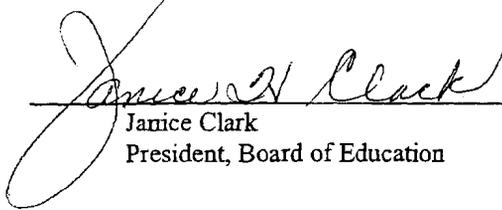
**For the Association:**



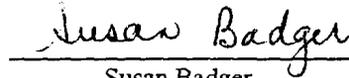
Nelson Bauersfeld  
Superintendent of Schools



Julie Bradish  
President, Association



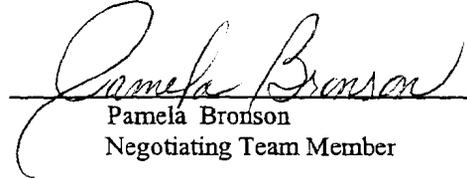
Janice Clark  
President, Board of Education



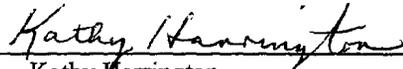
Susan Badger  
Negotiating Team Member

1-11-06

Date



Pamela Bronson  
Negotiating Team Member



Kathy Harrington  
Negotiating Team Member

1-11-06

Date