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Contract Database Metadata Elements

Title: Brocton Central School District and Brocton Central School Secretarial Association (2007)

Employer Name: Brocton Central School District

Union: Brocton Central School Secretarial Association

Effective Date: 07/01/07

Expiration Date: 06/30/10

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BROCTON CENTRAL SCHOOL DISTRICT 138 WEST MAIN STREET BROCTON, NY 14716

NEGOTIATED AGREEMENT

for

2007-2010

between

SUPERINTENDENT OF THE BROCTON CENTRAL SCHOOL DISTRICT

and

BROCTON CENTRAL SCHOOL SECRETARIAL ASSOCIATION

RECEIVED

JUN 25 2008

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

This agreement made by and between the Superintendent and the Brocton Central School Secretarial Association herein after referred to as the Association.

1. Compliance with Taylor Law

The parties hereby agree to comply with Article 14 of the New York State Civil Service Law known as the Public Employees' Fair Employment Act and as it may be amended from time to time.

2. Commencement of Negotiations

The party wishing to initiate negotiations shall present the other party detailed specific proposals for changes desired in the negotiated agreement by April 1st of the year in which this agreement, or any part of this agreement, expires. The other party will respond in writing to such proposed changes and will submit its own proposed changes not later than April 22nd of that same year.

3. Salaries and Wages

Salaries and wages to be paid to members of the Association will be set forth as follows:

July 1, 2007 – June 30, 2008 5.0% July 1, 2008 – June 30, 2009 4.0% July 1, 2009 – June 30, 2010 4.0%

These Percent increases will be added to each members 2006-2007 salary.

In the event the District selects an existing employee for a different position within the bargaining unit, the new salary for the employee will receive no less than the present wage.

The Starting salary for new employees shall be determined by the district.

4. Health Insurance, Vision, Dental and Life Insurance Benefits

The medical plan will be the Chautauqua County School Districts Medical Benefits Plan #4000 (the "Traditional Plan") to include the basic plan, five (\$5.00) dollar for generic/ten (\$10.00) dollars for brand-name drugs prescription co-pay drug plan without rollback, and dental plan. A vision plan will also be included. The costs will be shared eighty-five (85%) percent by the District and fifteen (15%) percent by the employee for both individual coverage and family coverage.

New employees (hired after to July 1, 2007) will be placed into either a POS or a PPO plan, whichever the employee desires. Their rate of contribution will be the same as that charged for the Traditional Plan.

New employees (hired on or after June 1, 2005) who are provided either the POS or PPO plan can at their option select to participate in the Traditional Plan as follows: current percentage of premium contribution as specified by the Agreement for the POS/PPO plans, plus the difference in premium between the POS/PPO plans and the Traditional Plan. The intent of this formula is that the District will contribute to the cost of coverage only the amount the District would have contributed had the employee remained in either the POS or PPO plan.

Effective December 31, 2007, the major medical deductible for the Traditional Plan shall be increased from \$50/\$100 to \$200/\$400.

Any employee (employed before 07/06/06) who chooses not to participate in the School District's Medical Benefit Plan will be compensated annually (in June of the school year): \$2000 for no insurance plan or \$1750 for the dental and vision coverage if taken. If the employee needs to reenter the plan during the year that they have chosen this option the

amounts will be prorated.

In the event that a carrier of District health insurance coverage discontinues a portion of the coverage currently enjoyed by the Association, the Association and the District will meet to negotiate the impact of said change. The District in no case will have the responsibility to self-insure the portion of coverage so changed by the carrier.

By March 15th of each year, and every year thereafter, the employee shall be provided with an opportunity to choose in which plan to participate.

Group Life Insurance

The District shall provide a \$10,000 Group Term Life Insurance policy for each eligible employee. An eligible employee shall defined as all full-time, regular employees holding a title represented by the Association.

5. Sick Leave and Personal Days

Sick Leave

The District shall credit each full-time employee, represented by the Association with one (1) day of sick leave for each complete month of full-time service to the District. Sick days may be used for personal sickness or physical disability of the member or a member of the employee's immediate family, as defined elsewhere in this Agreement. Unused earned sick leave at the end of a fiscal year shall be credited to the employee's account from up to a total of 180 days. The Superintendent may request the employee to supply a doctor's certification in support of any illness of the employee or an immediate family member absences in excess of five (5) consecutive days.

Personal Leave

A personal leave day is a day on which a secretary must transact necessary and essential personal business which cannot be transacted at a time when school is not in session. Personal Leave Days that are used will convert to Sick Days at the end of each school year. Personal Leave Days shall not to be used as an extension of a holiday unless unusual circumstances arise and the Superintendent approves the request. Personal leave days will be submitted, in writing, three (3) days in advance of the days requested on a designated form. Final approval of Personal Days is for the Superintendent to decide. Each eligible employee may use up to three (3) personal leave days. No reason need be given for personal day usage.

6. Bereavement Leave

Three (3) days of bereavement leave not deducted from sick leave shall be allowed for death in the immediate family. "Immediate family" includes spouse, parent, child, brother-in-law, sister-in-law, grandparents and grand children. Three (3) days of bereavement leave shall be allowed for death of other family. "Other family" shall include people for whom the individual is legally responsible. The second and third day of bereavement leave for each incident of "other family" will be deducted from accumulated sick leave.

7. IRS Cafeteria Plan 125

The District shall provide for the secretaries an IRS Cafeteria 125 Plan. Utilization of the Plan shall be consistent with the rules and regulations of the IRS and the official plan document. This plan may be utilized for premium payments, dependent care, and un-reimbursed medical expenses. The district shall not reduce the salary of the employee in excess of the secretary's share of the appropriate annual premium or pro rata share thereof and/or the amount designated by the employee for un-reimbursed medical expenses, individual health and/or disability premiums, or dependent care. At the end of the plan year, all unexpended funds of the plan participants shall be transferred to the District.

The District shall decide on a third party administrator for the Cafeteria 125 Plan. The cost of the plan will be handled as follows:

- 1. Installation and plan document fees: It is anticipated that the savings to the District in FICA payments will exceed any fees required to establish, renew the above level of benefits. Should, however, the cost of the establishment or renewal of a 125 plan exceed the savings to be realized by the District in establishing or renewing a 125 plan, the actual cost difference above and beyond the FICA savings realized will be shared by the District and the secretaries on a 50/50 basis.
- 2. Administration fee: Any per monthly fee for participants in the "full" plan will be computed annually. Should the cost be equal to or less than the anticipated savings to the District as a result of its savings on FICA, then there will be no charge to the individuals. However, if the cost is in excess of the savings to be realized by the District, then the excess cost will be evenly divided amongst those individuals who are participating in the "full" cafeteria plan.
- 3. The amount that any individual participant can have withheld will be determined by the limits set forth by local, state and federal regulations and laws.
- 4. Any individual wishing to participate in the Cafeteria 125 Plan during the year will sign a promissory note, which shall be held by the District, indicating that should he/she leave the employ of the District and have a negative balance in his/her Cafeteria 125 account he/she will continue to make payments to the District on a bi-weekly schedule until the amount is paid in full.

8. Medical Leave

Subject to Board approval, any employee covered by this Agreement may request an unpaid, personal medical leave or an unpaid immediate family medical leave for up to one year. The leave may not be extended, nor may the employee return before the time given when requesting the leave. Such employee will provide, in writing, notice of his/her return forty-five (45) calendar days prior to date of return. Failure to provide such notice will be interpreted as a voluntary resignation.

9. Retirement Benefits

Any employee (employed on or before 7/1/95) who retires from the Brocton Central School shall receive stipend equal to the employee's regular daily rate of pay, at the time of retirement, times 1/4 of the total accumulated sick days as of the June 30th immediately preceding the date of retirement, however, in no case shall the total reimbursement exceed forty-five (45) days.

An employee (employed on or before 2/18/05) who has 15 years at Brocton Central School and is eligible to retire under the NYS Employees Retirement System without penalty will receive a stipend of \$5000. Notification must be made prior to May 1st to retire June 30.

10. Holidays

All members of the Association shall be given the following paid holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, the day before Thanksgiving Day if school is not in session, Thanksgiving Day, day following Thanksgiving Day, December 24th, Christmas Day, December 26, December 31, and President's Day, Friday before Memorial day and the Monday after Easter.

In the event a holiday falls on a Saturday, the members shall be granted Friday off with pay or if the holiday falls on a Sunday, the members shall be granted Monday off with pay, except when school is in session the employer shall give a mutually acceptable compensatory day.

11. Work Periods and Time

- A. The work year is defined as twelve (12) calendar months, beginning on July 1 of each year and ending on June 30 of the following year.
- B. Secretaries shall devote the necessary time daily to discharge the duties and responsibilities of their positions and in accordance with the hours designated by the Superintendent.
- C. On unscheduled school closing days, a secretary's requirement to work and the number of hours to be worked on such a day will be determined by the secretary's immediate supervisor.

- D. All secretaries will be required to record their working time by whatever means or methods established by the Superintendent.
- E. Hours worked in excess of forty (40) hours in a week shall be compensated at the rate of one and one-half (1-1/2) times the secretary's regular hourly rate of pay.
 - F. No overtime will be granted unless his or her immediate supervisor has given prior approval.
 - 1. District secretary's immediate supervisor is the superintendent
 - 2. High school secretary's immediate supervisor is the secondary principal
 - 3. Elementary secretary's immediate supervisor is the elementary principal
 - 4. Guidance secretary's immediate supervisor is the secondary principal
 - 5. Account secretary's immediate supervisor is the district treasurer/business manager
 - 6. Purchasing secretary's immediate supervisor is the district treasurer/business manager
 - 7. Data input/maintenance typist's immediate supervisor is the business official

12. Vacations

- A. Each employee shall receive 6 days of vacation with pay after one year of employment.
- B. Each employee shall receive 11 days of vacation with pay after two years of employment.
- C. Each employee shall receive 16 days of vacation with pay after seven year of employment.
- D. Each employee shall receive 21 days of vacation with pay after ten year of employment.
- E. Each employee employed as of May 7, 1985 will receive an additional 10 days of vacation per year to be used over the winter and spring school vacations as defined by the calendar for that year.
- F. Accumulated vacation time will be reimbursed, at retirement, up to a maximum of 45 days.
- G. Employees will have the option to buy back vacation days up to 10 earned days per year.

13. Jury Duty

The Board of Education will grant leave to those secretaries who have been duly selected and required to perform jury service. The days granted would NOT be deducted from accumulated sick leave, personal leave or from salary. The secretaries will receive regular salary during the period of jury service.

Written request for such leave is to be made to the superintendent with as much advance notice as is possible.

14. Job Openings

Notice of openings in office staff positions, covered under this Agreement, will be posted one week prior to accepting outside applications.

15. Grievance

A grievance is an alleged violation of a specific clause(s) of this Agreement.

16. Grievance Procedure

Step 1

Any party having an alleged grievance shall state this grievance in writing and deliver the same to the Chief School Officer of the school. The Chief School Officer shall schedule a conference between the person having the alleged grievance, the superintendent and himself and these parties shall in good faith attempt to resolve the grievance. Said grievance must be filed in writing with the Chief School Officer within twenty (20) days after the secretary knew or should have known of the fact or conditions on which the grievance is based.

Step 2

In the event the grievance cannot be resolved by the Chief School Officer and the party having the alleged grievance, the parties shall certify in writing the grievance to the Board of Education. The certification should set forth any reasons that any party may wish to give to sustain his position. The superintendent and the person having the alleged grievance must have their meeting and resolve the grievance or certify to the Board as provided above within twenty (20) days of the

10:51:27 a.m. 06-25-2008

date on which the alleged grievance was served in writing upon the Chief School Officer.

Step 3

The Board of Education upon receiving the written reports of the Chief School Officer and the party alleging to have a grievance shall consider them and in the sole discretion of the Board shall (1) conduct a hearing before the entire Board or before such committee of the Board as the Board shall elect at which time the Chief School Officer and the party with the alleged grievance shall present their respective positions and such witnesses and proof as they shall determine or (2) certify that the grievance shall be resolved by final arbitration pursuant to Step 4 of this agreement. The School Board must conduct the hearing or certify for final arbitration as provided above within twenty (20) days of the receipt by it of both written statements from the supervisor and/or superintendent and the person having the alleged grievance. If a hearing is held by the Board of education or a committee appointed by the Board or hear the same a decision will be rendered within fifteen (15) days of the conclusion of the hearing.

Step 4

<u>Final arbitration</u>: In the event the alleged grievance has not been satisfactorily resolved by the prior steps herein set forth the Association shall appoint an arbitrator of its own choosing. The two arbitrators so named will agree on a third disinterested, qualified arbitrator from a list of ten (10) arbitrators agreed upon by the Board and Association. The arbitrators shall promptly hear the grievance and render their decision in writing within fifteen (15) days of their termination of the hearing. Either party to the grievance shall have the right to be represented by counsel or such other person as he or the Board so designate. The Association shall have the right to have its representative present at all stages of the grievance proceedings.

<u>Limit of Decision</u>: The arbitrators shall limit their decision strictly to the application and interpretation of the provisions of this agreement and they shall be without power or authority to make any decision:

- a. Contrary to or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law.
- b. Involving Board discretion or Board policy under the provision of this agreement, under Board bylaws, or under applicable law.
- c. Limiting or interfering in any way the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.

<u>Effect of Decision</u>: The decision of the arbitrators if made in accordance with the jurisdiction and the authority under this agreement shall be accepted as binding by the parties to this dispute.

<u>Time of Meetings</u>: All meetings involving grievances shall be held during either unassigned time during the workday or after school hours.

<u>Privacy of Proceedings</u>: During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private. Any preliminary disposition will not be made without agreement of all parties.

17. Effective Date

This agreement shall be effective on July 1, 2007 and shall continue in full force and effect until June 30, 2010.

18. Definitions

The term employee as used herein shall be deemed to mean a person employed District and holding a position covered by this Agreement. The masculine gender shall be deemed to include the feminine and singular the plural and vice versa.

8/12

19. Compliance with New York State Law

The parties hereto agree to comply with all applicable laws, rules and regulations of the State of New York and agencies thereof.

20. Savings Clause

This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this agreement is held to violate such applicable law, said provision shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect as if the invalid provision had been a part of this agreement.

21. Entire Agreement

The parties agree that this agreement constitutes the results of their negotiations on all items negotiated and that there are no agreements or understandings either oral or written or otherwise which in any manner alter, abridge or conflict with this instrument.

22. Rules and Regulations

The Association agrees that the District has complete authority over the policies and administration of the school district and its departments which it exercises under the provisions of law and in fulfilling its responsibilities under this agreement including the establishment of work rules and regulations not inconsistent with the terms of this agreement or New York State Civil Service Law.

23. Amendment to Taylor Law

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 NT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SALARIES

	Guidance Secretary	Elem Secretary	High Sch. <u>Secretary</u>	District Secretary	Purchasing <u>Clerk</u>	Maint. Secretary	Account. <u>Clerk</u>
2007-08	\$25,334	\$37,049	\$21,000	\$37,522	\$32,666	\$21,000	\$37,049
2008-09	\$26,348	\$38,531	\$21,840	\$39,023	\$33,972	\$21,840	\$38,531
2009-10	\$27,40 2	\$40,072	\$22,714	\$40,584	\$35,331	\$22,714	\$40,072

IN WITNESS WHEREOF, the parties hereto have signed and

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

80 WOLF ROAD, 5th FLOOR ALBANY, NEW YORK 12205-2670 TEL. (518) 457-2922 FAX (518) 457-2664 www.perb.state.ny.us



OFFICE OF ADMINISTRATION

06-25-2008

November 14, 2007

Linda Miller District Clerk Brocton CSD 138 West Main Street Brocton, NY 14716

Dear Representative:

JEROME LEFKOWITZ CHAIRMAN

As you may be aware, one of PERB's statutory functions is "to make studies and analyses of, and act as a clearing house of information relating to, conditions of employment of public employees throughout the state" {CSL Sec. 205(e)}. Again we are asking for your cooperation in updating our file of public sector labor contracts and database of contract terms. Attached are Contract Analysis Program forms that identify your agreements in our files which have expired or for which we have no information. If a more recent contract has been completed, please complete and return these forms along with a copy of the new contract, indicating on the cover in the lower right-hand corner the number of employees covered by the agreement. PERB Rule 214.1 requires employers to provide these contracts pursuant to NYCRR, title 4, chapter VII. If a new contract has not been finalized or is currently under negotiation, please submit a completed survey and a copy of the contract when printed.

The information contained in these agreements is accessible through physical examination of the contracts themselves. However, through your cooperation, some analysis of this data is more readily achievable. Our Contract Analysis Program is building a comprehensive database of key contract items. We ask that you please complete the attached forms as soon as possible.

On the back of this letter are instructions which will aid and simplify completion of the forms. Please take special note of Part VI of the form (Notice/Consultation). To ensure that all interested parties may have confidence in the accuracy of the data being provided, we ask that you indicate that the employee organization representing the particular unit either has participated in the completion of the survey, or simply has been provided a copy of the completed form, along with a copy of this letter.

Contracts and completed forms may be sent to Robert Hess at the letterhead address. Forms may also be faxed to (518) 457-2664. Contracts may be electronically mailed to rhess@perb.state.ny.us If either party to any agreement has questions or needs additional forms, or if there is disputed data, feel free to call Robert Hess at (518) 457-2922.

Thank you for your cooperation in this effort. We believe it benefits all of us interested in collective bargaining.

Sincerely,

Jerome Lefkowitz, Chairman

INSTRUCTIONS

Part I. General Information

Provide appropriate number, date or other information.

Part II. Hours & Other Contract Terms

Insert appropriate number of hours, days, etc. If asked to specify a retirement plan, insert the statutory (Ret. & Soc. Sec. Law) identifier, e.g. "75-g", "384-d", etc.

Part III. Health Insurance Benefits

Respond based upon the health plan selected by the greatest percentage of unit employees. If unknown, respond based on the plan selected by a majority of the overall workforce. Provide the employer's percentage contribution, as well as the total annual per enrollee dollar premium (including the employee share, if any) both prior to the effective date of the new contract (e.g. Individual 100%, Family 95%, Individual \$4000, Family \$10,000), and as of the last day of the new contract (e.g. Individual 95%, Family 90%, Individual \$5000, Family \$11,500). If your end-of-contract rates have not yet been established, provide the premium as of the latest known date.

If employee/employer contribution rates have been "tiered", i.e. differentiated by date of hire, length of service etc., please explain in the space provided, and/or on a separate sheet.

Part IV. Wage Adjustments

"Overall Change" is the percent change in base salanes for this unit, including increment, from the last such adjustment. "Included Increment" is the amount of such change attributable to increment, if any. Example: Assuming that increment = 1 %, a new contract calls for increases of increment only in the first year; 3 % plus increment in the second year; increment at the start of the third year plus 3 % mid-year; a 2%/2% "split" in the fourth year, plus increment; and 2 % in the fifth year, with increment delayed until mid-year. The form should be completed as follows

Percent of Unit

Overall Change	included increment	Split Increase	How Split (Dates and Percentages)					
1.0%	1.0%		No					
4.0%	1.0%		No					
4.0%	1.0%	Yes		1/1:	1%	7/1:	3%	
5.0%	1.0%	Yes		1/1:	3%	7/1:	2%	
3.0%	1 0%	Yes		1/1・	2%	7/1.	1%	

Note that these are overall adjustments, and not annual "cost" changes. For example, the third year "cost" is 1.5 % plus increment, but the overall change is 3 % plus increment, or 4 %. Similarly, in the fifth year, increment cost is 0.5% due to the delayed payment, but the amount of the overall change attributable to increment is 1 %.

Part V. Salaries

Provide the appropriate dollar salary figures that exist at the end of each contract year, for any of the listed job titles which are included in the negotiating unit. Where both annual salaries and hourly rates exist for the same title, list only the annual salaries. For those titles that have hourly rates only, provide the hourly rate and the average number of hours in the work year, disregarding work arrangements affecting a small proportion of these employees. For example, hourly bus drivers paid \$14 per hour for 180 days of work, consisting of 6 hours per day would appear in the matrix as 14 (1080 hrs). If multiple levels or grades exist for a listed title, provide the salary information for the lowest paid grade or level, e.g. keyboardist may be the entry rate for a typist or data entry person. "Top" is the job rate, highest rate on a salary schedule, or top of a defined salary range. It excludes any off-schedule steps and/or longevities. "20 year" is the salary after 20 years of credited service, including any off-schedule steps and/or longevities. "No. of Years to Top" is the credited service time needed to reach the "Top", as defined above.

Part VI. Notice/Consultation - See cover letter.

Print the name of the person who completed the form. Include a telephone number. Please remit by mail to NYSPERB, 80 Wolf Rd., 5th Floor, Albany, N.Y. 12205-2670 or FAX the completed form (s) to PERB at (518) 457-2664. Contracts may be electronically mailed to rhess@perb.state.ny.us

		Part I: Ge	neral Information		
Ide	entification: 70	6432 ESCD SEC			
BROCTON	ENTRAL SC	HOOL DISTRICT and	BROCTON CENTRAL	SCHOOL SECRETA	ARIAL ASSN
Bargaining Unit De	escription: SE	CRETARIES			٠.
PERB File Contract E	Expiration:	6/30/2007	Number	of Unit Employees:	7
			Date Most Recer	nt Contract Settled: _	2/11/08
Contr	act Starts: 7/	1/07		Contract Ends:	6/30/10
		Part II: Hours an	nd Other Contract Te	rms	
Number of Hours in	a Work Wee	37.50	Retirement Pl	an(s):	
			h Insurance Benefi		
	Respond base	d upon the plan chos	en by the greatest percen		
Pre	mium Percen	tage Paid by Emplo		ıi Premium Cost Pe Totai \$ Pian Premi	
End of Prior	_	6 Family <u>85</u>		SS.04 Family	
End of New		6 Family 15		5.04 Family	
f Contribution Rate	s are "Tiered	" or Differ, Explain:			
Use separate sheet	if necessary)	_			
		Part IV: W	age Adjustments		
			s, including increment,	from last adjustme	ent
Pe	rcentage cha	lide III base salalie			
Pe	rcentage cha Overall	Included		How S	Split

Effective Date Overall Included Increment Split Increase To the split Increase (dates and percentages) Yes No To the split Increase (dates and percentages) Yes No To the split Increase (dates and percentages) Yes No To the split Increase (dates and percentages) Yes No To the split Increase (dates and percentages)

-Please, turn over and complete reverse side -

06-25-2008

Part V: Salaries

If any titles listed are in this unit, please provide the applicable wage rates. If hourly, provide hourly rates and hours worked annually, e.g. \$14 (1080 hours).

_	End of Last Contract	1st Year	2nd Year	3rd Year	4th Year	5th Year
Account Clerk Start	20,500.	20,500.	20,ಯ	20,500		
Тор	35,285	37,049	38,231	40,072.		
20 Years	35,285.	37,049	38,531	40,072		
Bus Driver Start						
Тор						
20 Years						<u></u>
Correction Off. Start						
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Custodian Start						
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20 Years						
Keyboardist Start						
Тор						
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Laborer/MEO Start						
Тор	· ·				······································	
20 Years		t				

Part VI: Notice/Consultation

(circle one)

The employee organization has fully participated in the completion of this survey or simply has been provided with copies of this completed survey and PERB's covering letter.

NOTE: Failure to make a selection or circling "No" will invalidate use of this data for public contract analysis.

Provide any Necessary Explanations and Comments:

(use additional sheets, if necessary)

Form completed by (print): Ann less Ler/Linda Miller Telephone: (7/6) 792-2171

Please FAX the completed form to PERB at (518) 457-2664 or remit by mail to: NYS PERB, 80 Wolf Rd. 5th Floor, Albany, NY 12205-2604.