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**Contract Database Metadata Elements**

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Union: **Copenhagen Support Staff Employees Association**

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7/11/07  
GEN / 4833

AGREEMENT

Between the

COPENHAGEN CENTRAL SCHOOL SUPERINTENDENT  
COPENHAGEN CENTRAL SCHOOL BOARD OF EDUCATION

And

COPENHAGEN CENTRAL SCHOOL  
SUPPORT STAFF EMPLOYEES ASSOCIATION

JULY 1, 2007 - JUNE 30, 2010

**RECEIVED**

NOV 19 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

187-



## TABLE OF CONTENTS

<u>Article No.</u>		<u>Page No.</u>
I.	Support Staff Employees Rights	2
II.	Grievance Procedure	3 - 4
III.	Wages	5
IV.	Working Hours	5 - 7
V.	Health Insurance	7
VI.	Dental Insurance	7
VII.	Retirement Plan (Option A – Option B)	7 - 8
VIII.	Personal Leave and Family Bereavement	8
IX.	Sick Leave	9
X.	Leave of Absence	9
XI.	Vacation	9
XII.	Holidays	9 - 10
XIII.	Dues Deductions	10 - 11
XIV.	Credit Union	11
XV.	Lay-Off and Recall	11
XVI.	Special Topics	11 - 12
XVII.	Mutual Obligation	12
XVIII.	Implementation	12
XIX.	Negotiating Procedures	12
XX.	Duration of Agreement	13



## COVERAGE

The District Accounts Clerk and the Secretary to the Superintendent of Schools are classified "Confidential Employees" and as such are not included under the support staff employees' group.

## DEFINITION

### Full -Time - 12 Month Employees

37 1/2 - 45 hours per week

7 1/2 - 8 hours per day

Benefits: Dental - Health - Retirement - Sick Leave  
Personal Days  
Vacation as listed in contract  
Paid holidays listed

### Full -Time - 11 Month Employees

37 1/2 hours per week

7 1/2 hours per day

Vacation as listed in contract.

Benefits: Dental - Health - Retirement - Sick Leave  
Personal Days  
Paid holidays listed

### Full -Time - 10 Month Employees (employed prior to July 1, 1996)

Minimum 30 hours per bi-weekly payroll

Benefits: Dental-Health-Retirement-Sick Leave  
Personal Days

### Part -Time Employees (employed prior to July 1, 1996)

Works less than 30 hours per bi-weekly payroll

Benefits: Retirement

### Full -Time - 10 Month Employees (employed after July 1, 1996)

Works minimum 40 hours per bi-weekly payroll

Benefits: Dental-Health-Retirement - Sick Leave - Personal Days

### Part-Time Employee: (employed after July 1, 1996)

Works less than 40 hours per bi-weekly payroll

Benefits: Retirement

## PREAMBLE

The articles of this Agreement have been established in order to effectuate the provisions of Chapter 392 of the Law of 1967 (The Public Employees Fair Employment Act) to encourage and increase effective and harmonious working relations between the Chief School Officer and/or the Copenhagen Central School District Board of Education (hereinafter referred to as the District) and the Copenhagen Support Staff Employees Association, (hereinafter referred to as the Association).

The "unit" is well defined as all employees in the following classifications: food service worker; food service/management coverage; bus driver; cleaner; cleaner/watchperson; custodian, first and second shift; mechanic; monitor; secretary; teaching assistant; bus monitor; aide/aide in the classroom. Exclusion from the "unit" shall consist of all other titles, including substitutes, student workers, head custodian, cafeteria manager, nurse and head mechanic.

This Agreement is the result of collective negotiations between the District and the Support Staff Employees Association, which have been conducted under the requirements and directives of the Public Employees Fair Employment Act (Taylor Law).

## ARTICLE I SUPPORT STAFF EMPLOYEES RIGHTS

1. All terms and conditions of employment not covered by the Agreement shall continue to be subject to the District's control, and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.
2. When a vacancy (for which a new hire is required) occurs during the school year within this bargaining unit, the following procedure shall prevail.
  - a. The job to be filled will be posted on the bulletin board for a period of five (5) working days. The posting will show a job title, rate of pay, and location. Interested employees shall notify the proper supervisor in writing.
  - b. When a vacancy occurs during the summer, the Superintendent shall promptly notify the President of the bargaining unit of this vacancy. In case of absence of the President, another officer of the unit will be notified. This will satisfy the posting requirements.
  - c. After posting, the vacancy will be filled by the best-qualified applicant. Qualifications will include physical ability, past performance, aptitude, seniority, attitude, personality, training, and meeting minimum Civil Service requirements. The best-qualified applicant may not necessarily be a member of the bargaining unit.
3. Copies of this Agreement shall be printed at the District's expense, and a copy given to each employee as soon after its execution as is practical, but no later than the beginning of the school year. New employees shall receive a copy at the time of employment.

**ARTICLE II  
GRIEVANCE PROCEDURE**

**A. Definitions**

1. Employees shall mean any support staff employee who is employed by the School District, and is in the bargaining unit.
2. There shall be two types of grievance. Type 1. A claim based on an alleged violation to this agreement. Type 2. A claim based on an alleged violation which affects the terms and conditions of employment not covered by this Agreement.
3. Superintendent is the Chief School Officer.
4. "Decision" shall mean the ruling, determination, or report of disposition made by an immediate supervisor, administrative assistant, or grievance board after a grievance is heard or submitted as in this act provided.
5. "Days" shall mean all days other than Saturdays, Sundays, legal holidays, and emergency closing days. Saturday, Sunday, legal holidays, and emergency closing days shall be excluded in computing the number of days within which action must be taken or notice given within the terms of the act.

**B. Declaration of Basic Principles**

Every employee of this School District shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination, or reprisal, and all have the right to be represented by a person of his own choosing at all stages of the grievance procedure.

**C. Declaration of Purpose**

Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its support staff personnel is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to the alleged grievances through procedures under which employees represented by the Copenhagen Support Staff Employees Association may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its employees are afforded adequate opportunity to dispose of their differences.

**D. Initial Presentation (First Stage)**

1. An employee who claims to have a grievance shall present his grievance to his immediate supervisor orally within five (5) days after the grievance occurs.
2. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he deems appropriate, and shall consult with his superiors to such extent as he deems appropriate, all on an informal basis.
3. Within five (5) days after the presentation of the grievance to him or her, the immediate supervisor shall make his decision and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.



E. Formal Stage (Second Stage)

1. If an employee presenting a grievance is not satisfied with the decision made by his or her immediate supervisor, he or she may, within five (5) days thereafter, request a review and determination of his grievance by the Superintendent. Such request shall be in writing, and shall contain a statement of the specific nature of the grievance and the facts relating to it. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Superintendent and the immediate supervisor to whom the grievance was originally presented. Thereupon, within five (5) days after receiving such request, the immediate supervisor shall submit to the Superintendent a written statement of his information concerning the specific nature of the grievance and the facts relating to it.
2. The Superintendent, or his designee shall at the request of the employee, hold an informal hearing within ten (10) days after receiving the written request and a statement from the employee. The immediate supervisor may be present at such a hearing. The employee, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.
3. Within ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted to him if there be no hearing, the Superintendent, or his designee, shall make his decision in writing and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.

F. Board Stage (Third Stage)

The aggrieved employee may within five (5) school days of the receipt of the decision of the Superintendent make a written request to the Board of Education for review and determination. The Board of Education shall hold a hearing at a mutually convenient time within ten (10) days of receipt of the grievance, or at the next regular Board of Education meeting if mutually convenient. The Board of Education shall render a final decision within ten (10) school days after conducting the hearing. This shall be the final stage for all grievances.

**ARTICLE III  
WAGES & WORKING HOURS**

For the 2007 - 2008 contract year, returning employees individual salaries will be increased by 4.25%.

For the 2008 - 2009 contract year, returning employees individual salaries will be increased by 4.25%.

For the 2009 - 2010 contract year, returning employees individual salaries will be increased by 4.25%.

**A. Clerical**

Clerk *	12 mo.	37 1/2 hrs. - weekly
Typist *	12 mo.	37 1/2 - 40 hrs. - weekly
Typist *	11 mo.	37 1/2 hrs. - weekly

\*Works during school vacation periods.

**B. Cleaner**

Day Cleaner •	12 mo.	40 hrs.- weekly
Night Cleaners *	12 mo.	40 hrs.- weekly
Cleaner/Watchperson •	12 mo.	40 hrs.- weekly

\*Works during school vacation periods.

**C. Laborer**

	12 mo.	40 hrs. - weekly
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**D. Food Service**

Food Service Helper	10 mo.	15 - 34 hrs. - weekly
Food Service/Management coverage		
Works the instructional calendar.		

Food Service helper (hired after 6/1/96) 10 month, less than 40 hours bi-weekly (Retirement only).

**E.. Aides**

Aide	10.5 mo	35 - 40 hrs. weekly
Aides for classrooms	10 mo.	30 -37 1/2 hrs. - weekly
Aides for classrooms	10 mo.	less than 30 hrs. bi-weekly
Aides for classrooms (hired after 6/1/96)	10 month,	less than 40 hours bi-weekly (Retirement only).

**F. Teaching Assistants (hired before 7/1/2004) 10 mo. 30 - 37 1/2 hrs. - weekly**

**G. Monitor/Aide - Cafeteria, Library**

	10 mo.	35 -37 1/2 hrs. - weekly
Cafeteria Aide	10 mo.	less than 30 hours - bi-weekly
Cafeteria Aide (hired after 6/1/96)	10 month,	less than 40 hours bi-weekly (Retirement only).

**H. Transportation**

Mechanic	12 mo.	40 hrs. - weekly
Driver/Mechanic Ass't.	12 mo.	40 hrs. - weekly

*Driver - full time	10 mo.	40 hrs. - weekly
**Driver - regular route AM-PM	10 mo.	15-20 hrs. weekly
Driver - regular route AM-PM (hired after 6/1/96) 10 month less than 40 hours bi-weekly (Retirement only).		
Bus monitors	10 mo.	15 - 20 hrs. weekly
Bus monitor (hired after 6/1/96) 10 month, less than 40 hours bi-weekly (Retirement only.)		

\*Time and a half for extra trips.

- \$13.65 per hour extra trips;

this will include all bus routes designed to exceed two (2) hours. Sub pay for drivers will also rise according to extra tripping.

Regular, substitute bus drivers and bus monitors are paid for two hours minimum regardless of time, if called in.

Drivers will be compensated for a bus run designed to exceed two hours at the extra tripping rate. Bus monitors will be compensated at the hourly rate for any time beyond the four hour minimum.

I. New Employees

It is understood that the wages listed in this Article are for specific designated employees. The District has the right and authority to determine the starting salary of a new employee.

J. Longevity Earnings (Full time employees, refer to page 1)

Longevity will be based on anniversary date of employee's full time appointment. To be eligible, employees must work seven (7) months of a school year.

Longevity Earnings for unit members to be paid on the following schedule (not to become part of the employees base earnings).

3 - 8 years of service	\$100.00	20 - 24 years of service	\$165.00
9 - 14 years of service	\$115.00	25 + years of service	\$180.00
15-19 years of service	\$130.00		

Eligibility for longevity earnings begins at the start of the 3rd year. Payment not to be paid before December 1st, nor after May 31st.

<p><b>ARTICLE IV</b> <b>WORKING HOURS</b></p>
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Employees are to make no change in their working hours without prior approval from the Superintendent's office. During working hours, employees are not to leave the premises for any reason without prior notification to the office except as scheduled for lunch.

On days when school is closed because of inclement weather, it is expected that all eleven and twelve month employees will work, unless otherwise notified by their supervisor. Release of Support Staff employees will be at the discretion of the Superintendent with due concern for the health and safety of all concerned. Anyone who cannot report due to impassable highways should notify the Superintendent between 7:00 and 8:30 a.m.

If a one-on-one aide's student does not attend school, due to illness or other reasons, that aide will go directly to the Superintendent to be assigned a position for that day.

Two 15-minute coffee breaks will be granted 11 and 12 month employees each day. Lunch period will be one-half hour or one hour scheduled by the Superintendent, in cooperation with the employee and his or her immediate supervisor.

One 15 minute break will be granted all 10 month employees working 5 or more hours per day.

**ARTICLE V  
HEALTH INSURANCE**

This school participates in the Jeff-Lewis School Employees' Health Plan. This also includes a Major Medical Plan.

The District will pay 90% of the individual coverage premium and 85% of the family coverage premium.

**ARTICLE VI  
DENTAL INSURANCE**

A dental plan through Blue Cross/Blue Shield of Syracuse is available to full-time employees. The School District will pay 85% of the employee charge, and the employee will be responsible for a \$20.16 per year dependent charge.

**ARTICLE VII  
RETIREMENT PLAN**

This school participates in the New York State Employees' Retirement System Plan. Tier 3 and Tier 4 are the mandatory COESC Plans for all new employees, unless they are in a part-time or labor class appointment.

An employee must serve a minimum of ten years in the District to be eligible for retiree's health insurance.

**Option A**

Upon retirement from the district, the board will pay \$20.00 per day up to 190 days of unused accumulated sick leave. A person who elects this option is only eligible for 50%/35%\* health insurance premium for a two (2) person plan, or 50% for an individual plan.

**Option B**

Upon retirement, the individual will receive one (1) year paid up health insurance at the rate as determined by years of service (see chart below) for each twenty-five (25) days of accumulated sick leave for a maximum of six (6) years or until the retired employee reaches age sixty-five, whichever comes first. All retired personnel would pay a 50 %/ 35 %\* rate at the seventh year or at age 65.

2 Person	Individual
65 %/ 50 %* At least 10 years of district service	65 %
70 %/ 60 %* At least 15 years of district service	70 %
80 %/ 70 %* At least 20 years of district service	80 %
85 %/ 80%* At least 30 years of district service	85 %

\*The first percentage figure represents the percentage amount the District will pay towards the employee's individual coverage premium. The second percentage represented the percentage amount the District pays for the 2-person premium. The employee is responsible for the remainder of the premium cost.

**ARTICLE VIII  
PERSONAL LEAVE AND FAMILY BEREAVEMENT**

- A. Each full-time 12-month employee is entitled to five (5) days per year.  
 Each full-time 11-month employee is entitled to four (4) days per year.  
 Each full-time 10-month employee is entitled to three (3) days per year, except those working over 32 hours per week will receive four (4) days. For all 10 month employees, one personal day may be unspecified when requesting its use.

Unused personal days will accumulate to the employee's sick leave accumulation.

Personal days cannot be used the day before or the day after a vacation or holiday. The reason for the use of personal leave must be approved by the Superintendent, prior to use.

Where personal presence is required due to illness in the immediate family and all personal leave days have been exhausted, a member may use up to three days per year of accrued sick leave without loss of pay.

- B. Each full-time 12, 11 and 10 month employee is entitled to up to five days per year for any deaths in the immediate family. Immediate family shall be interpreted to mean husband, wife, mother, father, stepmother, stepfather, son, daughter, stepchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents, or grandchildren.
- C. Jury duty shall be an excused leave without loss of pay. Any compensation received for such duty will be returned to the school, less travel allowance.
- D. Weddings in immediate family, family medical care, business and finance, illness in family, funeral outside of immediate family, or any emergency beyond the individual's control classify as reasons for personal leave.

**ARTICLE IX  
SICK LEAVE**

Full-time eleven and twelve month employees will be granted eleven (11) days sick leave per year.

Full time ten-month employees will be granted nine (9) days sick leave per year.

Sick leave is cumulative to 190 days in both instances.

**ARTICLE X  
LEAVE OF ABSENCE**

A request for a leave of absence without pay will be considered by the Board of Education for members of the Support Staff Employees Association. Such request will be based upon a sound and reasonable need, but will not include trying another type of employment.

**ARTICLE XI  
VACATION - TWELVE AND ELEVEN MONTH EMPLOYEES ONLY**

In order to receive credit for one year of service, you must work for the District a minimum of 7 months during the school's year (July 1 - June 30). Vacation is taken following the year in which it is earned.

Employees presently employed prior to July 1, 1989, will accrue vacation benefits as follows:

- 10 days after 1 year
- 15 days after 10 years
- 20 days after 25 years

All employees hired after July 1, 1989, will accrue vacation benefits as follows:

- 5 days after 1 year
- 10 days after 3 years
- 15 days after 10 years
- 20 days after 25 years

Vacation time will be pro-rated for employees without the minimum seven months. This will be based on time of hiring/months of service.

Employees eligible for vacation will arrange with their supervisor in scheduling vacation time. All vacation schedules will be approved by the Superintendent.

Vacation time is non-cumulative, and must be taken in the year following the year in which it is earned.

Vacation time earned will be pro-rated when an employee leaves the District's employment.

**ARTICLE XII  
HOLIDAYS**

The following holidays will be granted:

- 11 & 12 Month Employees
- Independence Day
- Labor Day
- Columbus Day

Veterans' Day  
 Thanksgiving Day  
 Friday after Thanksgiving  
 Christmas Eve  
 Christmas Day  
 New Year's Day  
 President's Day  
 Good Friday  
 Memorial Day  
 Martin Luther King Day  
 (13 days)

1. Other days will be substituted for these days with supervisor's prior approval, if supervisor determines that any of these days are needed for work.
2. To qualify to receive holiday pay, an employee must work the workday preceding and the workday following the holiday. Vacation is considered a day worked.

**ARTICLE XIII  
 DUES DEDUCTION**

A. The Board agrees to deduct from the salaries of its employees dues for the Copenhagen Support Staff Employees Association, and to transmit the monies promptly. An employee's authorization shall be in writing in the form set forth below.

B. Designation and payroll deduction authorization.

TO: BOARD OF EDUCATION of Copenhagen Central School, pursuant to Chapter 392, Laws of 1967, I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association indicated below, the dues as certified by the Association. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefor. This authority shall be continuous while employed in the school system or until withdrawn by written notice.

\_\_\_\_\_ Copenhagen Support Staff Employees Association

Last Name	First	Initial	Date

C. The Association shall certify to the Board in writing the current rate of membership dues of the Association named in A. above. The Association shall report any changes in the rate of membership dues to the Superintendent thirty (30) days prior to the effective date of such change.

D. Deductions referred to in Section A. above shall be made in the following manner: The total annual membership dues for the designated Association mentioned above shall be deducted beginning with the first pay period of October to the last pay period in June. No later than two (2) weeks

prior to the last scheduled pay check in September the Association shall (1) provide the board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the association named in Section A. above, and (2) forward at the same time to the Association a list of the members and their addresses who have elected payroll deductions for such Association.

E. The Board of Education shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to each organization for which deductions have been made. The first and/or the final transmittal shall be accompanied by a listing of the members from whom deductions have been made and the amount deducted for each.

F. An employee may withdraw his/her authorization at any time by written notice received by the Board of Education, except between two (2) weeks prior to the first pay period dues are to be withheld and the last pay period in June.

#### ARTICLE XIV CREDIT UNION

The District shall make available payroll deductions for a credit union for any member of the Support Staff Employees Association, should the Association become a party to a credit union.

#### ARTICLE XV LAY-OFF AND RECALL

Before any layoff occurs, the District will notify the President of the Association.

When the District effects a lay-off, it shall be accomplished by laying off the least senior employee(s) in that title.

For purposes of displacement to other titles, seniority shall be defined as the length of continuous service since the employee's original date of employment in the District. Any break in continuous service for reasons other than lay-off, temporary leave, or reassignment approved by the Board of Education shall cause an employee to lose any previously accrued seniority.

#### ARTICLE XVI SPECIAL TOPICS

1. During the coming school year, the Administration will develop a seniority listing of each employment category served by this Agreement in which there are two or more employees.
2. The Administration has prepared job descriptions for each position served by this Agreement.
3. When the Administration requires that any employee covered by this Agreement attend a college course, workshop, or seminar for the purpose of upgrading their skill in a particular phase of their assignment, the District will compensate the employee for the cost incurred.



4. A full-time employee covered by this Agreement, who is scheduled to work a regular shift other than the day time hours, will receive a differential of \$200.00 annually. Daytime shifts are usually between the hours of 7 a.m. - 5 p.m.

5. A two-week termination notice will be given by Support Staff employees who are leaving their position with the School District.

6. All banquets or special occasion meals prepared in the school cafeteria will be under the direct supervision of the person in charge of the school lunch program.

7. Teaching Assistants and aides will be notified by administration of changes in their primary job descriptions for the upcoming year by August 1<sup>st</sup>. If there is to be a change in their working hours, they will be notified of this at the same time, unless there are any last minute changes.

#### ARTICLE XVII MUTUAL OBLIGATION

It is agreed and understood that the Board of Education and the Support Staff Employees Association will make every good faith effort to carry out the spirit as well as the letter of this Agreement, subject to the law. Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New York pertaining to strikes or work stoppages by public employees.

#### ARTICLE XVIII IMPLEMENTATION

A. The provisions of this Agreement shall not be given any retroactive effect, and shall remain in full force in its present form or as amended by mutual agreement of both parties. Items contained herein shall not be renegotiated until an agreed-on date for commencing negotiations for a successor agreement is established. This agreed date shall be no later than March 15 of the year in which this Agreement ends.

#### ARTICLE XIX NEGOTIATING PROCEDURES

Section 1 - Negotiating Procedures:

The Chief School Officer and his representative will meet with the representatives designated by the Support Staff Employees Association for the purpose of negotiating mutually satisfactory agreements.

Section 2 - Negotiating Procedures:

The Chief School Officer and his representative, shall meet with the representatives of the Support Staff Employees Association at times and places mutually acceptable for the purpose of exchanging proposals and counterproposals for the purpose of effecting a free exchange of facts and opinions in an effort to reach a mutual understanding and agreement.

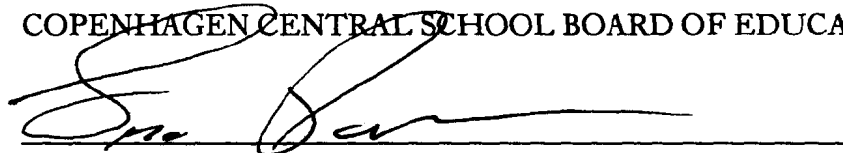
Section 3 - Consultants:

Either party may call upon consultants to assist in negotiations, or to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

ARTICLE XX  
DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2007, and shall continue in effect through June 30, 2010.

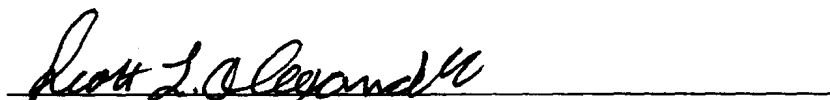
FOR: COPENHAGEN CENTRAL SCHOOL BOARD OF EDUCATION



By: Lisa A. Parsons, Superintendent

8-2-07

FOR: COPENHAGEN CENTRAL SCHOOL SUPPORT STAFF EMPLOYEES ASSOCIATION



By: Scott Alexander, President

Date: 8-2-07

