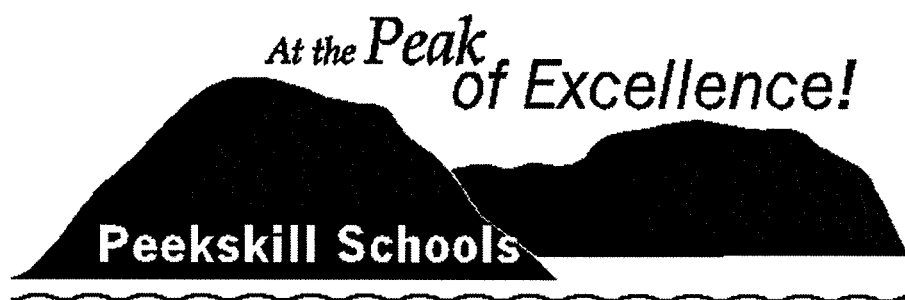


PEEKSKILL CITY SCHOOL DISTRICT



Agreement by and Between

THE PEEKSKILL BOARD OF EDUCATION

and

**THE PEEKSKILL ASSOCIATION OF
EDUCATIONAL SECRETARIES**

of The Peekskill Faculty Association – N.Y.S.U.T.

July 1, 2020 – June 30, 2026

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THIS AGREEMENT made and entered into this ____ day of ____ 2023 between:

THE BOARD OF EDUCATION OF THE PEEKSKILL CITY SCHOOL DISTRICT, WITH OFFICES LOCATED AT 1031 ELM STREET, PEEKSKILL, NEW YORK, (HEREINAFTER REFERRED TO AS THE “EMPLOYER” OR THE “BOARD OF EDUCATION”) AND THE PEEKSKILL ASSOCIATION OF EDUCATIONAL SECRETARIES, PEEKSKILL FACULTY ASSOCIATION – NYSUT (HEREINAFTER REFEREED TO AS THE “ASSOCIATION”).

ARTICLE I – RECOGNITION AND DUES DEDUCTIONS

Section 1 - Recognition

The District hereby recognizes the Peekskill Association of Educational Secretaries – Peekskill Faculty Association - NYSUT as the exclusive negotiating agent for all clerical positions, excluding however, the Secretary assigned to the Superintendent of Schools and two (2) senior office assistants, automated systems, who act as assistants to the Personnel Office and the Business Office, for the maximum period allowed under the law.

In the event a new position is created which the District believes is confidential and the Union disputes this, the position shall remain outside the bargaining unit until a final determination is made by PERB.

Effective July 1, 2012, the title of “Treasurer” shall no longer be maintained and/or represented by this unit.

Effective July 1, 2016, the titles of Secretary to School Administrator, Secretary to School Principal, Secretary to School District, Funding Coordinator, and Senior Account Clerk shall be included as titles represented by the Association.

Section 2 – Dues Deductions

A. Check-off Cards

The Employer agrees to honor all check-off cards submitted by the Association as provided in resolutions adopted by the Board of Education on March 18, 1970.

B. Exclusivity

The Association shall have the exclusive right to payroll dues deductions.

C. Deductions

1. No later than October 1st, the Association shall 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 members named and at the same time shall forward to the representative Association a list of the names and addresses of members who have elected payroll deduction for such Associations.

2. Membership dues shall be deducted monthly on a twelve (12) month basis. Ten (10) month employees will be deducted on a ten (10) month basis.
3. Tax Sheltered Annuities – The Board will provide payroll deduction to any Association member who elects a Tax Sheltered Annuity program as endorsed by the Board and the Association. Changes in enrollment for such annuities may be made at any time, and in accordance with IRS and other appropriate laws and regulations.
4. The District shall provide payroll deduction for membership in the Sunmark Credit Union.

D. New Employees

The President of the Association shall be notified of all new employees covered by this agreement.

ARTICLE II – WORK WEEK – WORK DAY AND SPECIAL CONDITIONS

Section 1 - Work Week – Work Day

A. Normal Work Week

All employees shall work an eight (8) hour day, including one (1) hour for lunch, Monday through Friday.

Unit employees shall work a thirty-six (36) hour work week (generally seven (7) hours per day), of which the thirty-sixth (36th) hour each week shall be scheduled between the unit member and his/her direct building level supervisor. Each unit member shall be entitled to an hour lunch per day.

B. Summer Hours

Summer hours will apply ONLY from July 1 through August 31. This will be a seven (7) hour day, including one (1) hour for lunch, Monday through Friday. Summer hours will also be in effect during the winter, mid-winter and spring recesses.

Summer hours shall consist of thirty (30) hours per week and each unit member shall schedule his/her summer hours with his/her immediate supervisor. Once agreed upon at the building level, summer hours shall be reviewed and approved by Central Office.

Overtime rate will be paid for work performed over thirty (30) hours per week during the summer hours.

Effective June 30, 2022, summer hours shall begin the Friday after June 30th of each school year and shall conclude with the Friday one (1) week before September 1st. Summer hours shall consist of: Monday through Thursday a seven (7) hour workday with a thirty (30) minute lunch. Friday a four (4) hour workday with no lunch.

Summer hours will also be in effect during the winter, mid-winter and spring recesses.

Section 2 – Special Conditions

A. Rest Periods

All employees shall be allowed two (2) ten (10) minute rest periods per day.

B. Adverse Weather Conditions

1. When school is canceled because of weather conditions, all employees in this Association need not report to work. (Exception: at the discretion of the Superintendent, an employee may be called to work and shall receive time and a half pay).
2. In the event school is closed after the beginning of the school day, all employees in the Association shall be dismissed within one-half (1/2) hour after it is determined that school is to be closed.

ARTICLE III – COMPENSATION

Section 1 – Salary

A. Titles

A list of titles and their respective Salary Schedules for each title are annexed as APPENDIX A.

B. Salary

1. The salary schedules (Appendix A) plus increments, if any are due, shall be used as the basis for payment of wages, with all employees being paid according to their proper title and step.
2. All present unit members who are entitled to step increases shall continue step movements on the present schedule, plus receive annual salary increases. For individuals who become members of the bargaining unit on or after February 1, 1996, Step 5 shall not be applicable. In its place, a salary range for each title shall be established per the attached schedule with a minimum hiring rate for each title and a job rate for each title which shall be applicable after two (2) full years of service within the Unit.

Effective July 1, 2022, a new seven (7) step salary schedule shall be implemented wherein each unit member is entitled to step increases each year of employment.

3. In each year of the contract, each respective salary in the schedule will be increased as follows:

2020-2021: An off-schedule lump sum bonus equivalent to 2% of the unit member's 2019-2020 base annual salary. In order to be eligible for said bonus, unit members must be active employees as of June 21, 2022. (Said amount will be prorated for those working less than 1.0 FTE during the 2020-2021 school year and/or for a portion of the school year).

2021-2022: 1.75% increase to the 2019-2020 salary schedule. These retro monies shall be paid within thirty (30) days of June 21, 2022.

In order to be eligible for retro monies, unit members must be active employees as of June 21, 2022. (Said amount will be prorated for those working less than 1.0 FTE during the 2021-2022 school year and/or for a portion of the school year).

2022-2023: Implementation of a new 7 step salary schedule which is annexed hereto as Exhibit A.

Placement on the Salary Schedule for each unit member is set forth in Exhibit B.

2023-2024: 1.75% increase to the 2022-2023 salary schedule

2024-2025: 1.75% increase to the 2023-2024 salary schedule

2025-2026: 1.75% increase to the 2024-2025 salary schedule

4. Effective July 1, 2017, one annual stipend of \$1250 at Woodside Elementary School and one annual stipend of \$750 at Oakside Elementary School shall be provided to the Association member (or split between multiple members) assigned to remain beyond student dismissal to ensure all students return home and/or remain with those students who are returned by the school bus after dismissal. Should an Association member work less than a full year, his/her stipend shall be prorated accordingly.

Section 2 – Longevity

A. Twelve (12) month employees shall be entitled to a service increment based on service in District per annum to be paid to the employees on their anniversary date.

Upon Completion of	2012-2013 School Year and thereafter
8 Years	\$2,283

12 Years	\$2,572
18 Years	\$3,207

Effective July 1, 2022, a new longevity step will be added as follows:

Upon Completion of	
24 Years	\$4,000

B. For those unit members hired after June 27, 2014, longevity shall be calculated based upon full-time status within the unit. Unit members in employment prior to June 27, 2014 shall have all full-time service within the District counted for purposes of longevity. Any other annualized employees covered by this agreement will be prorated on the above schedule.

Section 3 – Overtime Pay

A. Overtime shall be paid at the rate of time and one-half for all work in excess of thirty-six (36) hours per week or 7.25/hours per day. No overtime shall be permitted without the recommendation of the appropriate supervisor and the approval of the Superintendent of Schools. Additionally, unit members shall be entitled to overtime for all work when he/she is called to work by the Superintendent of Schools during the inclement weather when schools are closed; double time for work on Sunday or holidays (in addition to the holiday pay). Time off for holidays, vacation or other leave shall be considered as time of actual work.

B. Overtime/Compensation: Overtime worked shall be compensated at the rate of time and one-half or at compensatory straight time. The decision of which form compensation shall be solely at the discretion of the unit member (employee). If an employee works more than forty hours in any one week and chooses to take compensatory time, that employee shall receive compensatory time at the rate of time and one-half. Compensatory time earned between January 1 and June 30 must be taken before December 31 of the same calendar year.

Section 4 – Tuition Reimbursement

Any full time unit member, who desires to take courses which are directly related to his /her job titles, shall be eligible for tuition reimbursement. In order to be eligible for tuition reimbursement, the unit member shall make application to the Superintendent of Schools for approval of said class prior to commencement of the class. Further, tuition reimbursement, if any, shall be made after successful completion of the class.

ARTICLE IV – LEAVES

Section 1 – Sick Leave

A. Allowance

Sick leave shall be allowed with fully pay as follows:

Sick leave allowance of one and one-half (1 ½) days per calendar month of employment.

B. Accumulation

Earned sick leave may be accumulated up to a maximum of two hundred and seventy-five (275) days, except as otherwise provided for in Section 2 of this ARTICLE.

1. Accumulated Sick Leave is that sick leave which remains, unused by the employee, at the end of each year (June 30th) and is carried over to the following year.
2. In July of each year, the employee is credited with 18 sick days for use that year (17 in those years when one is donated to the Sick Leave Bank). If at the end of the year (June 30th), the employee has used less than the amount credited, the balance is added to the employee's accumulated sick leave, up to a maximum of two hundred and seventy-five (275) days.

C. Sick Leave Bank

Members of this Unit will participate in the Peekskill Faculty Association Sick Leave Bank and will contribute one (1) day per year per employee to the Bank from their annual sick leave allotment.

D. Conversion of Sick Leave

Upon retiring, the employer shall pay the employee for each day of sick leave accumulated in excess of one hundred and sixty-five (165) days up to a maximum of one hundred and ten (110) days at the rate of \$50 per day.

Any monies due upon retirement will be issued in a separate check.

In the alternative, unit members may use their conversion of sick leave to pay for their health insurance costs into retirement, in accordance with Article VI, Section 1(D). The unit member's decision to utilize conversion of sick leave to pay for their health insurance costs into retirement must be made in writing to the Business Office no later than ninety (90) days prior to the date of his/her retirement.

E. Injury on Job

Absence occasioned by injuries sustained while performing assigned duties shall not for the first thirty (30) working days thereof be counted against sick leave (if fully substantiated by medical certificate); and full payment of salary shall be made for each period, but after a thirty (30) day period, a continuance of such absences shall be charged against permissible

sick leave up to the unused sick leave available to such injured person as above indicated. To be eligible for full salary payments, the injured employee must assign to the Board of Education all sums receivable by him/her as weekly compensation payments under Workers' Compensation Insurance. (This does not include items received for reimbursement of sums spent or allowance for medical or surgical treatments).

F. Use of Sick Time

Employees will have the option of using up to five (5) days of their personal sick time for the care of an ill or disabled family member.

Section 2 – Personal and Cogent Leave

- A. Employees may, at the discretion of the Superintendent, be entitled to a maximum of five (5) days per year with pay, for stated personal and cogent reasons and not merely for personal convenience. However, twenty-four (24) hours or more notice, if possible, must be given to the Administrator and the Superintendent in all cases except illness or death in the family.
- B. Any unused leave at the end of the school year will be credited to augment the employee's accumulated sick leave (Section 1-B of this ARTICLE) with a ceiling of two hundred and seventy-five (275) days.
- C. Personal reasons shall include the following:
 - i. Travel, for the purposes of attending the Association member's own wedding, the wedding of a member of the Association's immediate family, the Association member is a member of the wedding party, or wherein the Association member is a close, personal friend of the bride and/or groom. (The term "wedding" shall include a wedding rehearsal dinner occurring the day before the wedding or the day before the weekend during which the wedding occurs); and

Travel for the purposes of attending the graduation of a member of an Association member's immediate family.

Association members attending a wedding or graduation that is local shall be entitled to the use of one (1) personal day for the purpose of "travel." Local travel is defined as travel to a wedding or graduation in Rockland, Westchester, Putnam, and Orange counties. Association members, who are attending a wedding or graduation that is not local, and which falls outside of the Rockland, Westchester, Putnam, and Orange Counties, shall be entitled to the use of two (2) personal days for the purposes of travel. Notwithstanding the foregoing, Association members who request the use of personal leave days to travel to the wedding of a close, personal friend, shall be limited to one (1) personal leave day for travel. Association members shall submit requests for leave, for the purposes of "Travel", to the Superintendent of Schools or his/her designee at least one (1) month prior to the date of absence and shall indicate on his or her leave request, the location of the wedding or graduation and the Association member's relationship to the person(s) graduating or getting married.

The District reserves the right to request documentation from Association members, which shall serve to verify the location of the wedding or graduation and identification of Association member's relationship to the person(s) graduating or getting married.

- ii. Use of one (1) personal leave day for extension of a weekend, holiday, or recess period due to extenuating circumstances beyond the Association member's control. For the purposes of this personal reason, Association members will be required to submit documentation to the Superintendent of Schools or his/her designee in support of the stated reasons for the delay.

Section 3 – Emergency Leave

Subject to the approval of his/her immediate supervisor, in case of emergency, not illness, employees may arrange to be absent for, not to exceed, two (2) hours during the day without loss of accumulated sick leave provided proper arrangements can be made to cover his/her assigned duties at no cost to the District.

Section 4 – Bereavement Leave

Allowance

Necessary absences occasioned by the death of an employee's Wife, Husband, Life Partner, Father, Mother, Brother, Sister, Son, Daughter, Grandchild, Mother-in-Law, Father-in-Law, Daughter-in-Law, Son-in-Law, Stepmother, Stepfather and Stepchild shall be allowed with full salary payment and not charged against any leave for five (5) school days.

Association members may utilize the five (5) days in any six (6) month period, which is proximate to the death of the immediate family member and shall include absence(s) for memorial services and/or legal proceedings respecting the family member's estate.

Necessary absences occasioned by the death of an employee's Aunt, Uncle, Grandmother, Grandfather, Brother-in-Law, Sister-in-Law, and any other relative residing in the immediate household of the employee or for whom the employee is responsible shall be allowed with full salary payment and not charged against any leave up to a maximum of five (5) calendar days.

Section 5 – Jury Duty

Employees who are summoned for jury duty will receive full salary provided they return to the employer any remuneration received for such service with the exception of expense money and this absence shall not be deducted from any leave. Members of the unit shall request that they be placed on an "on-call" basis and shall provide a copy of the jury notice.

Section 6 – Child Care Leave

A child care leave of absence may be used by any employee in order to permit the employee to care for a newly-born infant, foster child or adopted child, and may be used

prior to the birth or adoption to attend to matters in preparation for same.

Such leave shall be without pay or other benefits, and shall not exceed twelve (12) months duration unless extended by the District.

Applications for such leaves shall be made at least thirty (30) days prior to the intended commencement of such leave, where possible. The applications shall include the dates requested for leaving and returning, where possible.

Time on such leave will not be credited for advancement on the salary schedule, seniority, probationary service or longevity. Upon return to the District, an employee will be placed in a comparable position to the one held prior to such leave.

If possible, the District shall continue the employee in the group health insurance plan, provided the individual pays the premium for such coverage.

The employee shall provide the District with written notification of his/her intention to return at least sixty (60) days prior to the return date of the leave. If the employee fails to provide such notice, or provides such notice and fails to return on the appropriate date, the employee shall be deemed to have resigned as of the date he/she was to return from such leave.

Section 7 – Leave of Absence Without Pay

Upon thirty (30) days' notice to the Superintendent of Schools, unit members may be granted, by the Board of Education, a leave of absence of up to one year without pay, for reasons which may include, but not limited to education, illness in the family or rest.

ARTICLE V – HOLIDAYS AND VACATIONS

Section 1 – Holidays with Pay

For the duration of this agreement, there will be seventeen (17) paid holidays.

Holiday schedules for a total of seventeen (17) days per annum for the remainder of this contract will be determined no later than May 1st of each succeeding year.

Section 2 – Vacation with Pay

A. Allowance

Vacation accruals will be based on years in the District.

1. Annual vacations for twelve (12) month employees will be calculated as follows:

1 - 4 Years of Employment – The employee shall earn one (1) vacation day for each month worked up to a maximum of ten (10) days each year. When the individual has worked four (4) complete years, the employee will earn one and one-half (1.5) days for each month worked. Vacation is taken after July

1st of the year earned. An employee must have been hired prior to the fifteenth day of the month to earn one and one-half (1.5) days for the first month of the fifth year.

5 – 9 Years of Employment – The employee shall earn one and one-half (1.5) vacation days for each month worked up to a maximum of fifteen (15) days each year. When the individual has worked nine (9) complete years, the employee will earn two (2) days for each month worked. Vacation is taken after July 1st of the year earned. An employee must have been hired prior to the fifteenth day of the month to earn two (2) days for the first month of the tenth year.

10 – 20 Years of Employment – The employee shall receive two (2) vacation days for each month worked up to a maximum of twenty (20) days. When the individual has worked twenty (20) complete years, the employee will earn up to one (1) additional day. If an individual was hired after July 1st, but before December 31st, the person shall earn one (1) full vacation day. If the person was hired between January 1st and June 30th, the person shall earn one-half (.5) vacation day. Vacation is taken after July 1st of the year earned.

21 – 25 Years of Employment – If an individual was hired on July 1st, the person will earn up to one (1) additional day in years twenty-one (21) through twenty-five (25) up to a maximum of twenty-five (25) vacation days. If an individual was hired after July 1st but before December 31st, the person shall earn the full vacation day. If the person was hired between January 1st and June 30th, the person shall earn one-half (.5) vacation day. Vacation is taken after July 1st of the year earned.

FORMULA	
21 years	21 days
22 years	22 days
23 years	23 days
24 years	24 days
25 years	25 days

2. Anyone employed prior to July 1, 1970, shall be held "Save Harmless" as far as their vacation benefits are concerned and adhere to vacation schedule theretofore in practice.

B. Vacation Days:

Vacation time shall be prorated based on the employee's date of hire.

C. Vacation-Periods:

Vacations will normally be taken during the period of July 6th through August 20th. Vacation time may also be taken when schools are closed for winter, mid-winter or spring vacation. Such vacations shall require the recommendation of the immediate supervisor and approval of the Superintendent of Schools or his/her designee.

Employees desiring to deviate from the above may do so upon the recommendation of the immediate supervisor with the approval of the Superintendent of Schools.

D. Termination of Employment:

Vacation, if earned, will be given upon termination of employment provided, however, that no vacation entitlement shall be given to any employee with less than one (1) year of service.

E. Vacation-Sick Leave Conversion

Vacation leave may be converted to sick leave for hospitalization or where the employee is confined to living quarters due to serious illness, broken limbs, or the like, is under a physician's care and the nature of the illness and confinement is verified in writing by the physician.

F. Change of 10 Month to 12 Month Employees:

In the event a ten (10) month employee is hired for a twelve (12) month position, the employee shall receive one half (.5) year credit for each full ten (10) month period worked, for purposes of calculating vacation allowance.

G. Vacation Carry-Over:

Unused vacation days may be carried over into the following year up to a maximum of five (5) days.

ARTICLE VI – PENSIONS AND HEALTH INSURANCES

Section 1 – Health Insurance

A. Eligible unit members shall pay the following costs of both the individual and dependent (family) health insurance plan as provided by the joint employer-employee trust fund established by the Putnam/Northern Westchester BOCES and its component school districts:

July 1, 2019	8%
July 1, 2022	9%
July 1, 2023	10%
July 1, 2024	11%
July 1, 2025	12%

B. It is expressly understood that the new plan will provide for no less coverage than the Statewide Plan in effect during the 1981-82 school year.

C. Participation by the District in the above health insurance program shall commence on the date agreement between the employer and the employee's union becomes effective, July 1, 1982.

D. In order to qualify for health insurance into retirement, a unit member must:

1. Complete a minimum of ten (10) years of continuous service with the District;
2. Qualify for retirement as a member of a retirement system administered by the State of New York or one of its civil divisions; and
3. Retire from the District directly into the Employee's Retirement System (ERS).
4. Retired unit members will be entitled to the same health insurance benefits that are available to actively employed staff at the time of their retirement.

For any unit member hired after June 21, 2022, he/she must complete a minimum of fifteen (15) years of continuous service with the District, in addition to the above referenced requirements, in order to qualify for health insurance into retirement.

E. Retiree Health Insurance Contribution

1. Retirees will contribute the same dollar amount in their first year of retirement as in their last year of active employment.
2. In their second year of retirement the retirees will contribute eighty (80%) percent of the amount paid in their last year of employment.
3. In their third year of retirement the retirees will contribute sixty (60%) percent of the amount paid in their last year of employment.
4. In their fourth year of retirement the retirees will contribute forty (40%) percent of the amount paid in their last year of employment.
5. In their fifth year of retirement the retirees will contribute twenty (20%) percent of the amount paid in their last year of employment.
6. After their fifth year of retirement the retiree will have no contribution for health insurance.
7. Should the employee switch the level of coverage, the dollar amount will be adjusted accordingly.
8. Semiannual payments will be made July 31st and January 31st.

F. Members of this unit may at their own option withdraw from the District's health insurance plan. For each year that a unit member does not participate in the health plan, the unit member shall receive a cash payment of \$2,000 if covered by the family plan, or \$1,000 if covered by the individual plan. The payment, in lieu of the health insurance, will be made in two installments. The first installment will be included in the last paycheck received in January and the second installment will be included in the last paycheck received in June. These payments will be made for each year that the unit member remains withdrawn from the health insurance plan. The employee must notify the District by August 31st if he/she wants to withdraw from the health insurance plan. A unit member, who has withdrawn from the insurance plan, may re-enter the health insurance plan at any time by notifying the Business Office in writing. Health insurance will become effective at the earliest date after receipt of written notification as permitted under the rules of the health insurance plan. In the case of re-entry, payments made for time withdrawn from the plan will be prorated.

Section 2 – Welfare Fund

Effective July 1, 2016, Welfare Fund contributions shall be as follows:

July 1, 2019 \$1330

Should the PFA contribution increase, a meeting will occur to confer for the purposes of discussing welfare contribution. Such payments shall be made by the employer in a lump sum no later than October 1st of each year.

Section 3 – Pensions

A. Pension

The Employer will continue to provide the Non-Contributory “25 Year Career” Retirement Plan (Section 75-g) of the New York State Retirement Plan and Social Security Law.

B. Conversion of Sick Leave

The Employer will continue to provide the non-contributory application of unused sick leave as additional service credit upon retirement (Section 41-j) of the New York State Retirement Plan.

ARTICLE VII – GENERAL CONDITIONS

Section 1 – Reclassification

When an employee feels that the duties and responsibilities of a position change to a point where reclassification seems called for, the employee or employees shall request that the immediate supervisor study the situation and make recommendations to the Superintendent of Schools for his/her consideration. This in no way restricts the employer’s initiative nor does it require the reclassification of positions.

Section 2 – Vacancies and Posting

A. All job opportunities, including lateral openings shall be posted in all school buildings at least five (5) days so interested employees may apply. Said notice shall contain the duties, salary and location of the position.

B. Such vacancies shall be filled on the basis of qualification for the vacant post. Candidates in the Peekskill City School District, presently employed in the system, shall be given serious consideration in filling the vacancies.

Section 3 – Copies of the Agreement

Copies of this agreement shall be produced at the expense of the employer and shall be available to all employees.

Section 4 – Association Rights

- A. Three (3) duly elected representatives from three (3) different levels will be allowed to leave their building to attend P.F.A. Executive Meetings.
- B. Subject to the approval of the Superintendent, and such approval shall not be unreasonably denied, the Association shall be granted time off with pay up to a maximum of nine (9) days in aggregate or parts thereof each school year to conduct Association business.
- C. A Central Administration Building Clerical employee shall be a member of the Joint Committee established in the Teachers' Collective Bargaining Agreement.

ARTICLE VIII – GRIEVANCE PROCEDURE

- A. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this agreement.
- B. All grievances shall be initiated with the Superintendent of Schools, in writing, within twenty (20) (working) days of the date on which the act grieved occurred. Summer grievances within thirty (30) calendar days. A copy of all grievances shall be sent to the Superintendent.
- C. All grievances shall be processed through the Association grievance committee, which shall have the exclusive right to process a grievance. All grievances shall contain the names of the individual(s) affected.
- D. The Association and the District shall attempt to resolve all grievances within thirty (30) calendar days of the original written submission. This may be done either on an informal or formal basis.

The Superintendent or his/her designee shall respond in writing to the grievance within twenty (20) working days and if denied, state the reasons for the denial of the grievance.

- E. Should the matter not be resolved in "D" above, the Association shall have twenty (20) working days from the date of the receipt of the Superintendent's or his/her designee's response, to submit the grievance to final and binding arbitration.

1. The parties hereby mutually agree to select one of the following arbitrators:

Marlene Gold
Ruth Moskovitz
Bonnie Siber-Weinstock
Phil Maier
Jay Siegel
Melinda Gordon

2. The Arbitrator's decision will be accepted by both parties as final and binding.
3. The costs of the arbitration shall be divided equally between the District and the Association.

ARTICLE IX – CONFORMITY WITH LAW AND PRACTICE

Section 1 – Management Rights

Without limitation upon the exercise of any of its statutory powers or responsibilities, the Board of Education shall have the unquestioned rights to exercise all normally accepted management prerogatives, including the right to fix operating and personnel schedules, impose layoffs, determine workloads, arrange transfers, order new work assignments, and issue any other directive intended to carry out its managerial responsibility to conduct the business of the Board of Education safely, efficiently and economically.

Section 2 – Severability

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions and applications shall continue in full force or effect.

Section 3 – SECTION 204-a AMENDMENT TO THE 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 NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE X - PROCEDURES FOR DRUG AND ALCOHOL TESTING

A. Preamble

The Peekskill City School District recognizes the importance of ensuring that students and staff study and work in a drug free environment. The District is committed to ensuring that all steps are taken to ensure that this commitment is honored. To support employees who may be experiencing substance abuse problems, the District provides an Employee Assistance Program and, through the health insurance program it provides for employees, that medical assistance is available for those who may need it. Given those resources, the Board of Education believes that there is no justifiable reason for any employee to perform his/her duties while under the influence of alcohol, illegal substances, or non-medically prescribed drugs which may render an employee's behavior unsafe or inappropriate.

The Peekskill Board of Education Resolution on the District Alcohol and Drug Policy requires the Superintendent of Schools to develop a plan for its implementation. In keeping with the policy, the parties have developed procedures for the drug and alcohol testing of all members of the bargaining unit. This testing program is consistent with the goal of creating a drug free and alcohol free school environment while respecting the rights of individuals.

B. Training

To ensure the effective implementation of these procedures, District supervisors and union observers will complete at least three hours of education and training in recognizing the

signs of alcohol and substance abuse. This training shall be done every three years. Supervisors who are new to the District shall complete the training as soon as is practical after the date of employment or for new union observers, as soon as practical after their designation. The training program will cover the effects of controlled substance use on personal health, safety and the work environment. Behavior changes that may indicate controlled substance abuse will also be addressed. Documentation of these training sessions will be maintained.

C. Prohibited Conduct

1. No employee may be on duty if that employee has used any non-prescribed controlled substance.
2. No employee may report for duty when he/she has used alcohol within four hours of the beginning of his/her work day.
3. No employee may be on duty if the employee has blood alcohol concentration of 0.08 or greater.
4. No employee may use or possess any non-prescribed controlled substance or alcohol while on duty.
5. No employee shall refuse to submit to a drug or an alcohol test required under the procedure or engages in any conduct that obstructs the proper and orderly administration of such tests. Any such refusal constitutes a violation of these rules of conduct.
6. Employees who have violated these rules of conduct may be subject to disciplinary action in accordance with the applicable laws and regulations. Employees who are eligible for section 75 hearings will have these hearings held in accordance with AAA rules. The arbitrator's decision will be final and binding.

D. Types of Tests

1. Pre-Employment:
All applicants for positions within the bargaining unit, which the school district intends to hire, must be tested for the presence of controlled substances. A test report certifying the absence thereof must be received by the school district, before such applicants will be hired.
2. Reasonable Suspicion:
 - a. A definition of reasonable suspicion as agreed upon by the parties is the following: a reasonable and articulable belief that the employee is using a prohibited drug or alcohol on the basis of specific, contemporaneous, physical, behavioral, or performance indicators or probable drug or alcohol use.
 - b. Where there is reasonable suspicion based upon direct observation that any employee is acting in a manner indicating possible alcohol or controlled substance use, that employee will be tested. This direct observation must be documented by a supervisor who has received training as provided herein. The supervisor will immediately contact the Superintendent who shall immediately undertake direct observation of the employee's conduct and demeanor.
 - c. A union monitor will be permitted to attend in order to make a

determination as to an employee's comportment and demeanor when reasonable cause is to be determined. Also union monitors shall receive training made available at district expense.

3. Protocol for Questioning and Testing:

It is understood that any questioning done of a member of the bargaining unit with regard to reasonable suspicion will be done outside of the classroom setting and not in front of either students or staff. Should it be determined that an employee is to be sent for testing, the employee will not be required to return to duty that day but will be paid for the remainder of the day. Where it is determined that an employee is subject to reasonable cause for purposes of testing, the employee will not be returned to duty until the results of the test are received by the District. The employee will be paid during the interim with no charge to leave.

4. Status During Testing:

The employee will be sent to a testing facility, or to a medical facility by taxi or other safe transportation alternative. If necessary in the employer's discretion, the employee will be accompanied by a supervisor or other employee. Under no circumstances will an employee believed to be impaired be allowed to drive.

5. Return to Duty Testing:

Disciplinary procedures notwithstanding, any employee who has tested positive for a controlled substance must test negative before the employee may return to duty. The return-to-duty test is in addition to any evaluation and rehabilitation which may be required.

6. Follow-up Testing:

Any employee who violates the school district Drug and Alcohol Policy, and who, following a return to duty test, has been restored to duty, shall be required to submit to a minimum of six (6) unannounced follow up tests in the twelve (12) month period following the employee's restoration to duty. An employee who tests positive for drugs or alcohol on a follow-up test will be subject to disciplinary action up to and including discharge. Any such discipline shall be consistent with applicable law.

E. DRUG TESTING PROCEDURES

1. Collection:

Specimen collection will be performed at a designated collection site which provides for privacy during urination, documentation of the chain of custody of the specimen and the use of trained personnel. The Specimen's temperature will be checked to ensure it is a freshly provided sample. Then, the specimen will be divided into two separate containers (primary sample and the split

sample) and sealed in a tamper-evident manner in the presence of the employee.

2. Lab Testing:

The specimen will be sent to a laboratory certified by the Department of Health and Human Services and tested for marijuana, cocaine, amphetamines, opiates and PCP. It may also be tested for pH, specific gravity and signs of adulteration. Any specimen which tests positive at cutoff levels as used under Federal regulation under CFR Part 40 on an initial screening test will be confirmed by gas chromatography/mass spectrometry (GC/MS). Only those specimens, which are confirmed as "positive" in the confirmatory GC/MS test, are reported as such.

3. Results:

Laboratory test results will be reported to the medical review officer (MRO), a physician knowledgeable in drug testing. Negative results will be reported to the school district after administrative review. Positive results will be investigated by the MRO or designee who will determine if the positive test was caused by use of prescription medications in accordance with the doctor's prescription. Verification of opiate positives will follow Federal regulations under CFR Part 40. If the positive test was caused by the use of medication with a valid prescription, the MRO will report the test to the school district as "negative". Otherwise the MRO will verify the test as positive.

4. Split Specimen Testing:

In the event of a positive drug test, the employee has the right to request the school district to send the split specimen to a different certified laboratory for testing. Such a request must be made within seventy-two (72) hours of an employee's notification of a positive test result.

If the test of the split specimen fails to confirm the presence of a controlled substance ("negative"), then the first positive is canceled unless the lab finds evidence of an adulterant in the specimen. If the test of the split specimen detects the presence of a controlled substance ("positive"), then the results are reported as "positive", and the employee becomes subject to sanctions and disciplinary proceedings. The employee will be removed from duty while awaiting the results of the split specimen, as provided for herein.

5. Reporting of Tests:

The results of all tests will be reported to the Superintendent or his/her designee. The results will be kept in a confidential file.

F. ALCOHOL TESTING PROCEDURES

Alcohol testing is accomplished by testing the employee's breath using an Evidential Breath Testing (EBT) Device, which is listed in the conforming products list in the Federal Register,

or by blood testing. When an EBT is used and the initial test produces a result of 0.08 blood alcohol concentration (BAC) or greater, a confirmation test will be administered. Before the confirmation test, a fifteen (15) minute waiting period will be observed. The purpose of the waiting period is to ensure that the presence of "mouth alcohol" or other substance does not artificially affect the test results. The confirmation test may be done using the same instrument as the initial test, using the same procedures, or may be done by blood testing.

The confirmation test result which is used in the written report to the employee and the school district a BAC of 0.08 or greater will be considered a positive test.

G. CONSEQUENCES OF A POSITIVE TEST

1. Applicants who test positive on a pre-employment test will not be hired.
2. An employee who tests positive for a controlled substance without a valid prescription or tests positive of alcohol at a level of 0.08 or greater will be deemed to have violated the school district's policy, and be subject to discipline.
3. An employee who refuses a test or who participates in activity set forth in the "prohibited conducts" outlined above will be deemed to have violated this policy and will be subject to the same consequences as a person who tests positive.
4. In order to be eligible to return to duty after a positive drug or alcohol test, an employee must complete the course of rehabilitation prescribed by the substance abuse professional and undergo a return-to-duty test with a negative result. After returning to work, the employee must continue in an after-care program as prescribed by the substance abuse professional and be subject to follow-up testing.

H. NEGATIVE TESTS

1. Results of a negative test – Should an employee be subject to a drug or alcohol test by virtue of a determination made by the District that there was reasonable suspicion for such testing and the results of such test yield a negative, the employee shall be paid \$100.00. Should subsequent negative results result from testing deemed necessary based upon a determination by the District that reasonable suspicion exists, this amount will be double (i.e., \$200.00/\$400.00) with the maximum paid to an employee as a result of a negative test to be \$400.00
2. Should a supervisor make a determination as to reasonable suspicion on two separate occasions with regard to a member of the bargaining unit with both results being negative, the supervisor will no longer be eligible to make a determination with regard to that individual. Should a supervisor make a determination that reasonable suspicion exist to test in four cases where the results are negative, that supervisor will no longer be eligible for making a determination as to reasonable suspicion.

ARTICLE XI – EVALUATION

A committee consisting of two (2) representatives of the District and two (2) representatives of the unit shall meet to draft a document to be utilized to evaluate work performance of unit

employees. An evaluation document will be created by April 30, 2008.

ARTICLE XII – TRAINING

All unit members are required to receive six (6) hours of training each year to be provided by the district.

ARTICLE XIII - TERM OF AGREEMENT

This agreement shall be effective as of July 1, 2020 and shall continue in effect through June 30, 2026. This agreement shall not be extended orally and it is expressly understood that it expires on the date indicated.


In witness whereof, this agreement has been signed by the duly authorized officers of the respective parties.

Dated: 9/5/23

Dated: Sept 5, 2023

Ratified by:

PEEKSKILL ASSOCIATION OF
EDUCATIONAL SECRETARIES,
PEEKSKILL FACULTY
ASSOCIATION, N.Y.S.U.T.



President, PAES

Ratified by:

BOARD OF EDUCATION OF THE
PEEKSKILL CITY SCHOOL DISTRICT



President, Board of Education



Superintendent of School

EXHIBIT A

20/21	Typist	Off Assist	Jr. Admin	SR OFF	Payroll	SCT ADMI	SR. ACCT CLERK	SEC DIST	SEC PRNC	FUND COORD
1	42,010	\$45,155	\$48,985	\$51,176	\$52,979	\$53,267	\$62,204	\$52,221	\$52,744	\$63,266
2	\$48,097	\$52,291	\$55,840	\$57,333	\$59,710	\$59,424	\$64,225	\$58,378	\$58,901	\$66,243
3	\$52,841	\$57,913	\$61,322	\$62,204	\$64,224	\$64,296	\$66,163	\$63,250	\$63,773	\$67,225
4		\$59,663		\$64,083						

20/21	Typist	Off Assist	Jr. Admin	SR OFF	SR. Payroll	SCT ADMI	SR. ACCT CLERK	SEC DIST	SEC PRNC	FUND COORD
1	\$42,746	\$45,944	\$61,966	\$52,071	\$64,373	\$54,199	\$63,293	\$53,135	\$53,667	\$64,373
2	\$48,939	\$53,206	\$62,895	\$58,335	\$67,402	\$60,463	\$65,348	\$59,400	\$59,932	\$67,401
3	\$53,766	\$58,926	\$63,838	\$63,293	\$68,401	\$65,420	\$67,321	\$64,357	\$64,889	\$68,400
4		\$60,708		\$65,204						

22/23	Typist	Off Assist	Jr. Admin	SR OFF	SCT ADMI	SR ACC C	SR PAYROLL	SEC DIST	SEC PRNC	FUND COORD
1	\$43,494	\$46,748	\$63,050	\$52,982	\$55,148	\$64,400	\$65,500	\$54,065	\$54,606	\$65,500
2	\$45,125	\$48,501	\$65,415	\$54,969	\$57,216	\$66,815	\$67,956	\$56,092	\$56,654	\$67,956
3	\$46,817	\$50,320	\$67,868	\$57,030	\$59,361	\$69,321	\$70,504	\$58,196	\$58,778	\$70,504
4	\$48,573	\$52,207	\$70,413	\$59,169	\$61,587	\$71,920	\$73,148	\$60,378	\$60,983	\$73,148
5	\$50,395	\$54,165	\$73,053	\$61,387	\$63,897	\$74,617	\$75,891	\$62,642	\$63,269	\$75,891
6	\$52,284	\$56,196	\$75,793	\$63,689	\$66,293	\$77,415	\$78,737	\$64,991	\$65,642	\$78,737
7	\$54,245	\$58,303	\$78,635	\$66,078	\$68,779	\$80,319	\$81,690	\$67,428	\$68,104	\$81,690

23/24	Typist	Off Assist	Jr. Admin	SR OFF	SCT ADMI	SR ACC C	SR PAYROLL	SEC DIST	SEC PRNC	FUND COORD
1	\$44,255	\$47,566	\$64,153	\$53,909	\$56,113	\$65,527	\$66,646	\$55,011	\$55,562	\$66,646
2	\$45,915	\$49,350	\$66,560	\$55,931	\$58,217	\$67,984	\$69,145	\$57,074	\$57,645	\$69,145
3	\$47,636	\$51,201	\$69,056	\$58,028	\$60,400	\$70,534	\$71,738	\$59,214	\$59,807	\$71,738
4	\$49,423	\$53,121	\$71,645	\$60,204	\$62,665	\$73,179	\$74,428	\$61,435	\$62,050	\$74,428
5	\$51,277	\$55,113	\$74,331	\$62,461	\$65,015	\$75,923	\$77,219	\$63,738	\$64,376	\$77,219
6	\$53,199	\$57,179	\$77,119	\$64,804	\$67,453	\$78,770	\$80,115	\$66,128	\$66,791	\$80,115
7	\$55,194	\$59,323	\$80,011	\$67,234	\$69,983	\$81,725	\$83,120	\$68,608	\$69,296	\$83,120

24/25	Typist	Off Assist	Jr. Admin	SR OFF	SCT ADMI	SR ACC C	SR PAYROLL	SEC DIST	SEC PRNC	FUND COORD
1	\$45,030	\$48,398	\$65,276	\$54,853	\$57,095	\$66,674	\$67,813	\$55,974	\$56,534	\$67,813
2	\$46,718	\$50,213	\$67,725	\$56,910	\$59,236	\$69,174	\$70,355	\$58,072	\$58,654	\$70,355
3	\$48,470	\$52,097	\$70,264	\$59,044	\$61,457	\$71,768	\$72,993	\$60,251	\$60,853	\$72,993
4	\$50,288	\$54,050	\$72,899	\$61,258	\$63,761	\$74,459	\$75,731	\$62,510	\$63,136	\$75,731
5	\$52,174	\$56,077	\$75,632	\$63,554	\$66,153	\$77,251	\$78,570	\$64,854	\$65,503	\$78,570
6	\$54,130	\$58,180	\$78,469	\$65,938	\$68,634	\$80,148	\$81,517	\$67,286	\$67,960	\$81,517
7	\$56,160	\$60,361	\$81,411	\$68,411	\$71,207	\$83,155	\$84,574	\$69,809	\$70,508	\$84,574

25/26	Typist	Off Assist	Jr. Admin	SR OFF	SCT ADMI	SR ACC C	SR PAYROLL	SEC DIST	SEC PRNC	FUND COORD
1	\$45,818	\$49,245	\$66,418	\$55,813	\$58,094	\$67,841	\$68,999	\$56,953	\$57,523	\$68,999
2	\$47,536	\$51,092	\$68,910	\$57,906	\$60,273	\$70,385	\$71,586	\$59,089	\$59,681	\$71,586
3	\$49,318	\$53,008	\$71,494	\$60,077	\$62,532	\$73,024	\$74,271	\$61,305	\$61,918	\$74,271
4	\$51,168	\$54,996	\$74,175	\$62,330	\$64,877	\$75,762	\$77,056	\$63,604	\$64,241	\$77,056
5	\$53,087	\$57,059	\$76,956	\$64,667	\$67,311	\$78,603	\$79,945	\$65,989	\$66,649	\$79,945
6	\$55,077	\$59,198	\$79,842	\$67,092	\$69,835	\$81,551	\$82,943	\$68,463	\$69,149	\$82,943
7	\$57,143	\$61,418	\$82,836	\$69,608	\$72,453	\$84,610	\$86,054	\$71,030	\$71,742	\$86,054