

**AGREEMENT BETWEEN**



**PEEKSKILL CITY SCHOOLDISTRICT**

**AND**

**PEEKSKILL TEACHERS' AIDES ORGANIZATION**

**JULY 1, 2022 - JUNE 30, 2025**

## TABLE OF CONTENTS

Article I – Recognition .....	1
Article II – Dues, NYSUT Member Benefits & VOTE-COPE .....	1
Article III – Salary .....	2
Article IV – Longevity .....	3
Article V – Summer Openings .....	4
Article VI – Sick Days.....	4
Article VII – Personal Days.....	6
Article VIII – Bereavement Days.....	7
Article IX – Leave of Absence.....	8
Article X – Child Care Leave.....	8
Article XI – Jury Duty .....	9
Article XII – Unauthorized Absence.....	9
Article XIII – Union Release Time .....	9
Article XIV – Health Insurance.....	9
Article XV – Retirement.....	10
Article XVI – Seniority .....	11
Article XVII – Assignments/Professional Development .....	11

Article XVIII – Procedures for Drug & Alcohol Testing .....	12
Article XIX – Grievance & Arbitration .....	17
Article XX – No Strike Pledge .....	18
Article XXII – Taylor Law Notice .....	18
Article XXIII – Term of Agreement .....	19
Appendix A – Salary Schedule.....	20
Appendix B – Sick Days Payment Schedule .....	21

Agreement made this \_\_\_\_ day of October 2023 between the PEEKSKILL CITY SCHOOL DISTRICT (hereinafter referred to as "District") and the PEEKSKILL TEACHERS' AIDES ORGANIZATION (hereinafter referred to as "PTAO").

## **ARTICLE I - Recognition**

The District recognizes the PTAO as the exclusive representative and negotiating agent for a unit comprised of special education aides, teachers' aides, proctors/aides, hall monitors, guidance aides, attendance aides, library aides, door monitors and excluding all other employees. Such recognition shall be for the maximum period allowed under the provisions of the Taylor Law.

## **ARTICLE II - Dues, NYSUT Member Benefits & VOTE-COPE Deductions**

1. The Board agrees to such deductions from the salaries of its employees for dues of the Peekskill Faculty Association and such affiliate or other organizations as PFA members individually and voluntarily authorize the Board to deduct. Authorization for said deductions shall be in writing and shall specifically set forth the amount to be deducted for each Association. The amount shall be transmitted to the Treasurer of the Peekskill Faculty Association by the Board in accordance with uniform practice.
2. No later than October 1, the Association shall provide the Board with a list and the original dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the associations named in Section A and the Association shall forward at the same time to the representative associations a list of the name and address of members who have elected payroll deductions for such associations.
3. Membership dues shall be deducted beginning with the first November paycheck, with the dues deducted in equal amounts from each regular salary check an employee is to receive on and after the date.
4. Unit members hired after October 1 of each year, who submit a dues deduction card will be placed on dues deduction as of the second paycheck after submitting the Dues Deduction card if after November 1. The dues of these employees will be deducted in regular amounts from subsequent paychecks. The Treasurer of the PFA will provide the prorated amounts of dues to be deducted on the Dues Deduction card.
5. The Employer will provide the Association with the names, work locations, home addresses, and contact numbers of all new hires and rehires within thirty (30) days of employment. Within thirty (30) days of such notification, the Employer shall provide reasonable time for the Association to meet with all new hires without loss of employee leave time.



6. The Association hereby agrees to indemnify the District and hold harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the District of dues deduction authorization and the transmitting of such deducted dues to the Association.
7. Members of the bargaining unit shall be provided with the opportunity to elect to make payment to the NYSUT Member Benefits Programs and to VOTE-COPE through payroll deductions.

### **ARTICLE III - Salary**

1.  
2022-2023: Effective July 1, 2023, all unit members will migrate to the salary schedule attached hereto as "Appendix A" in accordance with the following:
  - a. Each unit member shall have \$1.50 added to their 2021-2022 hourly wage and will then be placed on the closest step which is not less than that dollar amount.
  - b. In order to receive retro-monies, the unit member must be employed and working for the Peekskill City School District as of July 5, 2023.

As an example and an example only: a unit member whose salary is \$18.53 during the 2021-2022 school year shall receive a \$1.50 increase during the 2022-2023 school year which shall make their new salary \$20.03 and then said unit member shall be placed on the closest step on the new 2022-2023 salary schedule which is not lower than this amount, which shall be \$20.50. Therefore, under this example, said unit member's new salary for the 2022-2023 school year shall be \$20.50/hr.

As a further example, a unit member whose salary is \$17.95 during the 2021-2022 school year shall receive a \$1.50 increase during the 2022-2023 school year which shall make their new salary \$19.45 and then said unit member shall be placed on the closest step on the new 2022-2023 salary schedule which is not lower than this amount, which shall be \$19.50. Therefore, under this example, said unit member's new salary for the 2022-2023 school year shall be \$19.50/hr.

The aforementioned increase shall not apply to non-contractual grant funded work.

2023-2024: The 2023-2024 salary schedules shall be created by increasing the salary schedule in effect on June 30, 2023 by 1.75%.

Effective July 1, 2023, and each July 1st thereafter, eligible incumbent unit members will move one step higher on the salary schedule. To be eligible, unit members must have been employed on or before February 1 of that calendar year.

2024-2025: The 2024-2025 salary schedules shall be created by increasing the salary schedule in effect on June 30, 2024 by 1.5%.

Effective July 1, 2022, Teacher Aide(s) who are regularly assigned to assist students with toileting, changing diapers, changing sanitary napkins, restraining students, or other similar student health needs will receive an annual stipend of \$1,250. The Director of Special Education shall assign these responsibilities on an annual basis.

2. The annual salary for a member of the bargaining unit will be determined by multiplying the employee's hourly rate by the number of hours he/she is regularly assigned to work each day by the number of days in the teachers' calendar for that year (including orientation day, election day and snow days).
3. An employee may be hired for less than five (5) hours per day. However, if an employee is working five hours or more, the individual's work day may not be reduced below five (5) hours. This provision will remain in effect for the duration of the contract. Members of the bargaining unit shall be paid in twenty-one bi-weekly installments. Members of the Unit shall receive their first paycheck on the second (2nd) regularly scheduled pay day following commencement of their employment each school year.
4. A onetime payment of \$500 for each aide who passed the Teaching Assistant's exam by June 30, 2006. This payment will be in June 2009.
5. Unit members will have 10 paid minutes per day to check District e-mails. This time will be scheduled by the principal or supervisor at each work location.

#### **ARTICLE IV - Longevity**

The following longevity schedule shall be applicable:

Upon Completion of	
6 Years	\$1,297
12 Years	\$1,764
18 Years	\$2,200

The amount of longevity shall be prorated based upon the time the Aide attains the 6 or 12 year level through June 30<sup>th</sup>. Longevity payments will be effective on June 1. Effective June 17, 2014, longevity shall be earned based upon full years of service within the unit within the District.

## **ARTICLE V - Summer Openings**

The District will post summer openings by May 15 of each year. In the event of emergencies, the District may post positions after May 15.

## **ARTICLE VI - Sick days**

1. Members of the Bargaining unit shall be allowed up to 11 days sick leave with pay if the member is unable to work due to personal illness. Any unit members hired after June 17, 2014 shall be allowed up to eight (8) days sick leave with pay if the member is unable to work due to personal illness. Said days shall be accumulated at 0.8 per month.

Sick days shall be accrued on a monthly basis beginning with the first month of the school year or the first month of employment, whichever is later. Sick days may be accumulated up to a maximum of two-hundred (200) days.

Sick days will be credited as follows:

5 days will be credited in September, and  
6 days will be credited in February.

Buy Out: PTAO members that meet the retirement criteria of the NYS Employee Retirement System (ERS) are eligible for reimbursement of accumulated sick leave. (See Appendix B for schedule)

2. Employees must notify the District of their absence in accordance with district policy.
3. The District may require the employee to provide a physician's statement justifying the employees' absence or that the employee be examined by the District's physician.
4. Sick Leave Bank

The Association and the District agree to establish a sick leave bank. A Sick Leave Bank (SLB) shall be established to provide income protection to participants in the event that a unit member suffers from a catastrophic, prolonged or disabling illness (including catastrophic, prolonged, or disabling illnesses resulting from pregnancy or childbirth, but not including pregnancy itself) and who has exhausted his/her leave time.



### Enrollment

In order to be eligible to access the SLB, unit members must have been employed by the Peekskill City School District for a minimum of two (2) years.

1. Effective July 1, 2009, unit members with two (2) years of service to the District may enroll on the first day after his/her third (3<sup>rd</sup>) year of service to the District after contributing an initial three (3) days to the SLB; and
2. After the initial contribution, all members of the unit shall contribute one (1) day to the SLB annually; and
3. Days contributed to the SLB shall not be counted in the total accumulation of a unit member for purpose of either sick leave or the supplemental retirement benefit.
4. The total number of days in the bank may not exceed the number of unit members, times six (6). In the event that the bank falls below one hundred (100) days, one (1) additional day will be transferred to the bank from each unit member.

### Committee

A Sick Leave Committee shall administer the SLB. The Board shall consist of four (4) total members. Two (2) members shall be appointed by the President of the unit and two (2) members shall be appointed by the Superintendent of Schools. Unless otherwise stated, decisions of the Sick Leave Committee will be made by majority vote and shall be final and binding and not subject to the grievance and arbitration procedures.

The Sick Leave Committee shall prepare appropriate SLB Request forms and shall assure their availability to all who are entitled to receive them. A request for SLB days shall be accompanied by appropriate medical documentation. Additionally, the Sick Leave Committee shall establish procedures for the maintenance of appropriate records with respect to the SLB in conjunction with the Business Office and/or the Office of Human Resources.

All forms approved by the Sick Leave Committee shall be forwarded promptly to the Business Office and/or the Office of Human Resources. Any disapproval shall be returned promptly to the applicant, together with an explanation for such disapproval.



### Withdrawals

A participant of the SLB must exhaust all accumulated sick leave days prior to being eligible for SLB days.

1. Each SLB Withdrawal Request must be accompanied by a statement signed by a physician confirming the nature of the illness or injury and the anticipated duration of the resulting incapability to attend to the unit member's duties.
2. The Sick Leave Committee shall not grant a withdrawal of more than twenty (20) days for any one (1) unit member at any one (1) time. If additional requests are made the Sick Leave Committee may consider a member's length of service and the total number of days the individual employee's sick leave prior to their illness or injury.
3. There shall be no limit on the number of separate illnesses for which a unit member may apply.

### Accounting

There will be an annual audit of the SLB that will be provided to the Union President. This audit will include total number of days in the SLB, utilization of the days for the past year, contributions to the SLB and any other relevant information. This audit will occur on September 14, 2013 and continue thereafter.

## **ARTICLE VII - Personal Days**

1. Unit members may at the discretion of the Superintendent of School or his/her designee, be granted up to five (5) days personal leave annually for the purpose of attending to urgent personal business which cannot be done on a day or time other than that on which school is in session (i.e. graduation, essential legal transactions, hospitalization of family member, etc.) Personal reasons, shall include the following:
  - a. Travel, for the purposes of attending the unit member's own wedding, the wedding of a member of the unit member's immediate family, the unit member is a member of the wedding party, or wherein the unit 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 a unit member's immediate family.

Unit 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. Unit 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, unit 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. Unit members shall submit requests for leave, for the purposes of "Travel", to the Superintendent of School 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 unit member's relationship to the person(s) graduating or getting married.

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

- b. Use of one (1) personal leave day for extension of a weekend, holiday, or recess period due to extenuating circumstances beyond the unit member's control. For the purposes of this personal reason, unit 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.
2. Requests for personal and cogent leave must be submitted in writing to the Superintendent of Schools or his/her designee stating the general reason, e.g. pressing legal business, religious observance, etc., for such requested day, at least two (2) weeks in advance when practicable.
3. Any unused personal leave days at the end of the school year will be credited to augment the employee's accumulated sick leave.

#### **ARTICLE VIII - Bereavement Leave**

1. Necessary absences occasioned by death in the immediate family shall be allowed with full pay for up to five (5) days.
2. Immediate family shall be defined as husband, wife, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-



law, mother-in-law, father-in-law, stepmother, stepfather, stepchildren, and grandfather, grandmother and grandchild, and any other relative or domestic partner residing in the immediate household of the employee or for whom the employee is responsible. of the employee or for whom the employee is responsible.

3. Unit members may utilize the five (5) school 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.

#### **ARTICLE IX - Leave of Absence**

Employees may take up to one (1) year leave of absence for military, family sick or personal reasons. Employees may be required to present documentation to the Board for approval. Such approval will not be unreasonably denied.

#### **ARTICLE X- 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.

All individuals returning from leaves of absence without pay will return to duty on either February 1 or September 1.

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.

It is understood that any employee who is scheduled to work six (6) hours or more per day and have completed 12 months of service are entitled to FMLA benefits.

#### **ARTICLE XI - Jury Duty**

A member of the bargaining unit will be permitted to attend jury duty with full pay upon appropriate prior notification to the School District. The School District will receive any reimbursement made to the employee. In order to be eligible for paid jury duty as set forth herein an employee must adhere to the rules pertaining to "call in" and return-to-work jury duty regulations.

#### **ARTICLE XII - Unauthorized Absence**

The Organization, as well as the members of the bargaining unit, agree that each employee has an obligation to report any absence for whatever reason in a timely manner. Any employee who absents herself/himself from duty for five (5) consecutive work days, without notifying the District shall be deemed to have resigned and waived any and all rights to continued employment and the benefits, other than retirement, relating thereto, as of the beginning of such unauthorized absence.

#### **ARTICLE XIII - Union Release Time**

The PTAO will have five (5) release days for attending conferences, conventions and other union business. The President will not be unreasonably denied time to attend to union business.

#### **ARTICLE XIV - Health Insurance**

1. The District will provide all full-time employees (5 or more hours) with individual health insurance. Each unit member shall pay the following costs of the insurance plan:

2022-2023	6%
2023-2024	7%
2024-2025	8%

An employee may continue health insurance coverage during a period of leave without pay at his/her cost, billed on a quarterly basis to be paid in advance.

2. No employee who works less than five (5) hours shall be eligible for fully-paid individual health insurance. Coverage for any employee working less than five (5) hours shall be on a prorated basis as a function of a regular five-hour day (i.e. three hours = three-fifths paid by the District).



3. A member of the bargaining unit may, at his or her option, obtain family health insurance by agreeing to pay the District by way of payroll deduction the difference between the cost of the family premium and the cost of the District's share of the individual premium that the employee is entitled to under the terms of this agreement.

Additionally, a member of the bargaining unit may, at his or her option, obtain two-person health insurance coverage by agreeing to pay the District by way of payroll deduction the difference between the cost of the two-person premium and the cost of the District's share of the individual premium that the employee is entitled to under the terms of this agreement.

4. In order to be eligible for health insurance of any type, an employee must have worked two (2) months or any part thereof in compliance with the requirements of the District's health insurance plan before being able to participate.
5. In the event that the Affordable Care Act is amended or causes there to be a negative impact on the District, then either party may thereupon demand the initiation of re-opened negotiations respecting health insurance.
6. Members of this unit may at their option withdraw from the District's health insurance plan. For each year that a unit member does not participate in the health insurance plan the unit member shall receive a cash payment of \$500. The payment in lieu of health insurance will be made in two (2) 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 in June. These payments will be made for each year that the unit member remains withdrawn from the health insurance plan.

#### **ARTICLE XV - Retirement**

1. Effective July 1, 1985, the District shall provide the retirement and social security plan provided to other non-instructional employees of the district. Effective July 1, 2014, for members of ERS, the District shall adopt a §41-J Plan.
2. Members of the Organization who have worked for the Peekskill City School District for ten (10) years and are age 62 at retirement will be allowed to contribute to the District health plan at the COBRA rate for a maximum of three (3) years.
3. Any member of the Organization with ten (10) or more years of service to the District, who is eligible to retire into the New York Retirement System shall be entitled to maintain individual health insurance benefits at fifty (50) percent of the

premium costs. The member may purchase family coverage at the cost of the difference between the fifty (50) percent individual coverage and the full cost of the family coverage.

Effective July 1, 2022, any member of the Organization with fifteen (15) or more years of service to the District, who is eligible to retire into the New York Retirement System shall be entitled to maintain individual health insurance benefits at fifty (50) percent of the premium costs. The member may purchase family coverage at the cost of the difference between the fifty (50) percent individual coverage and the full cost of the family coverage.

However, those unit members who have ten (10) or more years of service to the District as of July 5, 2023, will be eligible to retire into the New York Retirement System in accordance with the ten (10) year service requirement.

In the event an employee opting for health insurance in retirement takes another position in which he or she is eligible for health insurance, the District shall no longer provide health insurance benefits.

#### **ARTICLE XVI - Seniority**

Seniority will be the method by which members of the Organization will be dismissed if there is to be a cut back (last hired, first to be dismissed). No distinction will be made between members, except if a member(s) possesses a physical skill or training (intensive program requiring a minimum of thirty (30) hours for five (5) days.

There shall be a separate seniority list for door monitors.

Unit members with five (5) years of service may only be terminated for cause. Employees will have the option of arbitration or Section 75 hearings in case of termination.

In the event of layoff, unit members will be laid off in accordance with seniority. Recalls will be made in order of seniority. Employees will remain on the recall list for five years. In the event an employee refuses recall to a full time position, the employee will forfeit their rights to a position. In order to be recalled, an employee will have an overall satisfactory evaluation.

#### **ARTICLE XVII - Assignments/Professional Development**

1. The District shall notify unit members of his/her tentative assignment for the following school year no later than the last day of school. Unit members acknowledge that the District makes specific assignments based upon District need; however, the District will consider specific assignment preferences of unit members so long as they are submitted in writing to the Human Resource Office no later than May 1.



2. The PTAO and the District will meet annually to discuss a professional development plan for unit members for the school year. Part-time unit members shall be compensated for any professional development they are required to attend outside of his/her work schedule.

## **ARTICLE XVIII - Procedures for Drug and Alcohol Testing**

### **1. 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.

### **2. 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.

### **3. Prohibited Conduct**

- A. No employee may be on duty if that employee has used any non-prescribed controlled substance.

- B. No employee may report for duty when he/she has used alcohol within four hours of the beginning of his/her work day.
- C. No employee may be on duty if the employee has blood alcohol concentration of 0.08 or greater.
- D. No employee may use or possess any non-prescribed controlled substance or alcohol while on duty.
- E. 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.
- F. 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.

4. Types of Tests

A. 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.

B. Reasonable Suspicion:

- 1. 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.
- 2. 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.

3. 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.

C. 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.

D. 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.

E. 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.

F. 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.

5. Drug Testing Procedures:

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

6. 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.

7. Consequences Of A Positive Test:

- A. Applicants who test positive on a pre-employment test will not be hired.
- B. 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.
- C. 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.
- D. 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.

8. Negative Tests:

- A. 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
- B. 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 XIX - Grievance and Arbitration**

- 1. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this agreement.
- 2. Grievances shall be initiated in writing within twenty (20) (working days) of the date on which the act grieved occurred. Summer grievances shall be initiated within thirty (30) calendar days. A copy of all grievances shall be sent to the Superintendent.
- 3. 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.
- 4. The Association and the District shall attempt to resolve all grievances either on an informal or formal basis. However, if such resolution is not accomplished within twenty (20) calendar days of the original submission, the Assistant Superintendent for Administrative Service will respond to the grievance, in writing, within a (20) work day period and, if denied, state the reasons for the denial of the grievance.



5. Should the matter not be resolved in paragraph above, the Association shall have twenty (20), working days from the date of the receipt of the Assistant Superintendent for Administrative Services' response, to submit the grievance to the Superintendent or his/her designee. The Superintendent or his/her designee will respond to the grievance, in writing, within the twenty (20) work day period and if denied, state the reason for the denial of the grievance.
6. Should the matter not be resolved in paragraph 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.
  - A. The parties shall then attempt to select a mutually agreed upon arbitrator. If they fail, the matter shall be referred to arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association.
  - B. The arbitrator's decision will be accepted by both parties as final and binding.
  - C. The costs of the arbitration, including the Arbitrator, court reporter, and transcript, shall be divided equally between the District and the Association.

#### **ARTICLE XX - No Strike Pledge**

The Association affirms that it does not assert the right to strike against the District, or any government; to assist or participate in any such strike; or to impose an obligation to conduct, assist or participate in such a strike. The association also affirms that it will faithfully represent all employees in the unit described above without regard to whether or not they are to remain members of the association.

#### **ARTICLE XXI - Taylor Law Notice**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XXII - Term of Agreement**

This agreement shall be effective as of July 1, 2022 and expire on June 30, 2025.

Dated:

10/27/2023

**PEEKSKILL TEACHERS  
AIDES' ORGANIZATION**

Michael Reagan  
President, P.T.A.O.

**PEEKSKILL CITY SCHOOL  
DISTRICT**

David Mawer  
Superintendent of Schools

## APPENDIX A

### SALARY SCHEDULE

Step	22-23	23-24	24-25
1	\$16.50	\$16.79	\$17.04
2	\$17.50	\$17.81	\$18.07
3	\$18.50	\$18.82	\$19.11
4	\$19.50	\$19.84	\$20.14
5	\$20.50	\$20.86	\$21.17
6	\$21.50	\$21.88	\$22.20
7	\$22.50	\$22.89	\$23.24
8	\$23.50	\$23.91	\$24.27
9	\$24.50	\$24.93	\$25.30
10	\$25.50	\$25.95	\$26.34
11	\$26.50	\$26.96	\$27.37
12	\$27.50	\$27.98	\$28.40



## APPENDIX B

### SICK DAYS PAYMENT SCHEDULE

Payment for Unused Sick Days at Retirement	Unused Days	\$ per Day	Maximum # Days at this Rate	Maximum Payment	Total Maximum Payment
Year 2012- Current	150 - 200	\$30	50	\$1,500	\$3,000
	99 - 149	\$20	50	\$1,000	
	48 - 98	\$10	50	\$500	
	0 - 47	\$0	47	\$0	