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Contract Database Metadata Elements

Title: **Peekskill City School District and Peekskill School Security Aides Association (PSSAA), New York State United Teachers (NYSUT) (2007)**

Employer Name: **Peekskill City School District**

Union: **Peekskill School Security Aides Association (PSSAA), New York State United Teachers (NYSUT)**

Local: **N/A**

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SG / 10298

Agreement Between
Peekskill City School District
and
The Peekskill School Security Aides
Association

July 1, 2007 — June 30, 2012

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ARTICLE 1- Recognition

The Peekskill City School District recognizes the Peekskill School Security Aides Association as the sole exclusive representative for all school security staff in the district titles of security aides, security monitors or security officers, excluding the Middle School Security liaison.

ARTICLE 2 - Dues Deduction and Agency Fee

A. ~~The Board agrees to deduct the dues of the Peekskill School Security Aides Association and any affiliates or organizations as directed by the employees. Authorization for deductions will be in writing. The amount deducted will be forwarded to the treasurer of the Peekskill Faculty Association.~~

B. The Board agrees to deduct from employee salaries an agency fee for the PSSAA for those employees who have not filed a payroll deduction form with the Board. The agency fee will be in the amount of PSSAA dues and shall be deducted in accordance with 208(3)b of Civil Service Law.

The Association hereby holds the Board of Education and the School District harmless for any funds deducted pursuant to this provision. If for any reason the rebate procedure the Association has in place is deemed unlawful by an appropriate agency or court, the School District shall no longer have an obligation to deduct agency shop dues until such times as the Association's rebate procedure is deemed lawful by an appropriate agency or court.

ARTICLE 3 - Maintenance of Standards

The parties agree to maintain all existing practices with regards to terms and conditions of employment.

ARTICLE 4 - Management Rights

A. 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, hire, terminate and discipline employees within the guidelines of civil service rules and laws 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.

B. 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.

C. 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 APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 5 - Seniority & Promotion

A. The district recognizes the principal of seniority for all work assignments and layoffs. Transfers will remain subject to the management rights provisions of the agreement.

B. All transfers from Security Monitor to Security Aide will be in accordance with the Civil Service Law and the Westchester County Civil Service regulations. Any employee who transfers from Security Monitor to Security Aide will receive credit for all his or her service to the District as a Monitor in determining the employee's placement on the salary schedule, longevity and accrual of benefits.

ARTICLE 6 - Hours of Work

A. The regular work day will be 8 hours with a half hour paid lunch.

B. The regular work day will begin between the hours of 7:00 a.m. and 10:00 a.m. For employees hired on or after July 1, 2007 and any volunteers, the regular work day will begin between the hours of 7:00 a.m. and 11:00 a.m. In its discretion, the District may require one or more members of the Association to have a regular work day which will begin after 10:00 a.m., for unit members hired on or prior to June 30, 2007 and 11:00 a.m. for unit members hired on or after July 1, 2007 or volunteers, provided that if the regular workday extends beyond 7:00 p.m., the Association member will receive a salary, which is five percent (5%) in excess of that specified in Article 15 of this agreement.

C. Overtime will be paid for work in excess of eight (8) hours daily or in excess of forty (40) paid hours per week. Overtime will be offered to Association Members on a rotating basis in the order of seniority. Any Association Member may advise the District of his/her opting out of overtime and he/she will not be placed in the rotation. Any Association Member who opts out of overtime may request, upon thirty (30) days notice to the District to have his/her name added to the overtime list. The Director of Security shall maintain the overtime list.

D. The work year will be 185 working days.

E. Any time spent performing school related activities with the police or courts will be paid at the appropriate hourly rate.

F. At least one (1) Association member will be offered the opportunity to work all events which require paid adult staffing and the Association guarantees at least one (1) Association member will be available to work such events. "Event" is defined as a sports contest (including travel and overnight stays, subject to law), concert, dance, graduation or other extracurricular activity not occurring within the regular work day. Overtime will be paid for all hours worked in excess of forty (40) hours per week.

ARTICLE 7 - Longevity

- A. After six years of service: \$1,400.00
After twelve years of service: \$1,900.00

The additional increment for longevity shall be based upon total service in the District and will be payable on the employee's anniversary date.

ARTICLE 8 - Leaves

A. Sick Leave: Sick leave shall be accrued at the rate of eleven (11) per school year. For illnesses of five (5) days or longer, the Association member may be required, upon his/her return to work, to furnish the Director of Security with a Certificate from a physician to be entitled to receipt of sick pay.

B. The maximum accumulation will be two hundred days.

C. Security aides, officers and monitors that meet the retirement criteria of New York State ERS are eligible for reimbursement of accumulated sick leave up to 100 days at \$45.00 per day.

D. Injury on the job: Absence occasioned by injuries sustained while performing assigned duties shall not for the first thirty (30) 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 salary payments, the injured employee must assign to the Board of Education all sums receivable to 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).

E. Personal & Cogent Leave:

1. 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.

2. Any unused leave at the end of the school year will be credited to augment the employee's accumulated sick leave (Section B of this ARTICLE) with a ceiling of two hundred (200) days.

F. Bereavement Leave:

Necessary absences occasioned by death in the immediate family shall be allowed with full pay for up to five (5) days.

Immediate family shall be defined as husband, wife, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, stepmother, stepfather, stepchildren, and grandfather, grandmother, and grandchild, and any other relative residing in the immediate household of the employee or for whom the employee is responsible.

G. 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.

ARTICLE 9 - Health Insurance

A. The District will provide all full-time (8 hours per day) employees with individual health insurance coverage at no cost. The employee may purchase family insurance but must pay any additional costs. Upon completion of five (5) years the District will pay 50% of the cost difference for family insurance. Upon completion of six (6) years the District will pay 55% of the cost difference for family insurance; upon the completion of seven (7) years, 60%; upon completion of eight (8) years 65%; and upon completion of nine (9) years 75%.

ARTICLE 10 - Drug & 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 not 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 engage 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 or his/her designee 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 purpose 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: 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.

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 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 (GS/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 or aliquot 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 or aliquot 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 or aliquot as provided for herein.

5. **Reporting of Tests:** The results of all tests will be reported to the Superintendent or his/her designee. The result 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 indicating 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 an 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 doubled (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 will 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 11 - Grievance and Arbitration

A. A grievance is a claimed violation, misinterpretation or inequitable application of the terms and conditions of this agreement.

B. Grievances shall be initiated within twenty (20) working days on which the act grieved occurred or the grievant became aware of the violation. A copy of all Grievances shall be sent to the superintendent.

C. All grievances will be processed through the Association, which shall have the exclusive right to process a grievance. All grievances shall list the affected parties.

D. The immediate supervisor or his/her designee will meet with the union no later than twenty days after the submission of a grievance. The immediate supervisor or his/her designee will respond in writing no later than twenty days after this meeting.

E. In the event the grievance is not resolved at the building level, the union may submit the grievance to the superintendent or his/her designee for a meeting up to twenty days after the response from the building principal. The superintendent will meet with the union and issue a written response no later than twenty days after their meeting.

F. In the event the grievance is unresolved the union may file for arbitration twenty days after receipt of the superintendents decision.

The parties select the first available arbitrator from the permanent panel. This panel will be mutually selected by the union and the District.

The Arbitrator will not modify, alter or amend the agreement in their award.

The Arbitrators award will be final and binding on the parties.

The cost of the arbitrator will be shared equally by the parties.

All hearings will be conducted in accordance with AAA rules and procedures.

ARTICLE 12 - No Strike

The association agrees not to engage in any slow down, work stoppage or prohibited conduct under the Taylor Law.

ARTICLE 13 - Miscellaneous Terms

A. Clothing Allowance: The District will provide the following amounts per year for uniform purchases.

2008-2009	\$250.00
2009-2010	\$300.00

2010-2011	\$300.00
2011-2012	\$350.00

Any of the above amounts which shall not be utilized in a given year, shall be carried over to the following year only. Clothing will be selected from suppliers selected by the District. During the regular school day, concerts and dances, Association members shall wear attire to be determined by the District. During sporting events, Association members shall wear a yellow wind-breaker type jacket with the term "Security " or "Event Staff" or similar, as determined by the District.

B. Evaluations: The District and the Association will jointly develop evaluation forms and criteria for security staff.

C. Notification of Layoffs:

1. In the event unit positions are eliminated through subcontracting, unit members with two years or less of service will be paid one month's salary as severance.

2. Employees with more than two years of service will be paid two months severance pay.

3. Employees will be notified four months prior to the elimination of their positions. In the event the District fails to provide a four month notice, all laid off employees will be paid up to a maximum of four months salary for severance. This amount will be pro-rated according to the amount of notice provided. The minimum severance will be as set forth in paragraphs 1 and 2 of the article.

D. First Payroll:

The first payroll for the year, in September, shall be a half payroll, paid on the second Friday after the commencement of classes and shall be for one (1) week's (5 days) salary. The second half of the payroll shall be paid on the third Friday after the commencement of classes.

E. Training

The District shall provide CPR, Safety and AED training to Association Members.

ARTICLE 14 - Terms of Agreement

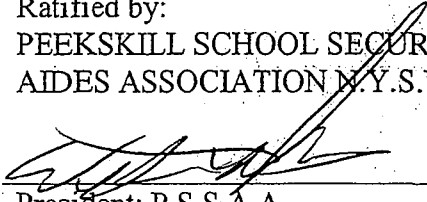
This agreement shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2012. This agreement shall not be extended orally and it is expressly understood that it expires on the date indicated.

The salary schedules in Appendix A will go into effect July 1, 2007 and will be retroactive to that date.

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

Dated: 1/27/08

Ratified by:
PEEKSKILL SCHOOL SECURITY
AIDES ASSOCIATION N.Y.S.U.T.



President: P.S.S.A.A.

Dated: _____

Ratified by:
BOARD OF EDUCATION OF THE
PEEKSKILL CITY SCHOOL DISTRICT

President, Board of Education

SECURITY CONTRACT - SALARY REVISION PER AGREEMENT

	2007-2008 3.50%	2008-2009 3.25%	2009-2010 3.50%	2010-2011 3.75%	2011-2012 3.90%
Aides					
Entry Level	\$ 27,253	\$ 28,139	\$ 29,124	\$ 30,216	\$ 31,394
Position Level	\$ 33,448	\$ 34,535	\$ 35,743	\$ 37,084	\$ 38,530
Monitor					
Entry Level	\$ 26,014	\$ 26,860	\$ 27,800	\$ 28,842	\$ 29,967
Position Level	\$ 27,253	\$ 28,139	\$ 29,124	\$ 30,216	\$ 31,394
Officer					
Entry Level	\$ 27,977	\$ 28,886	\$ 29,897	\$ 31,018	\$ 32,228
Position Level	\$ 36,334	\$ 37,515	\$ 38,828	\$ 40,284	\$ 41,855

Employees move to position level upon completion of two years of service.