Contract Database Metadata Elements

Title: **Peekskill City School District and Peekskill Teachers Aides Organization (2003)**

Employer Name: **Peekskill City School District**

Union: **Peekskill Teachers Aides Organization**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/08**

PERB ID Number: **5912**

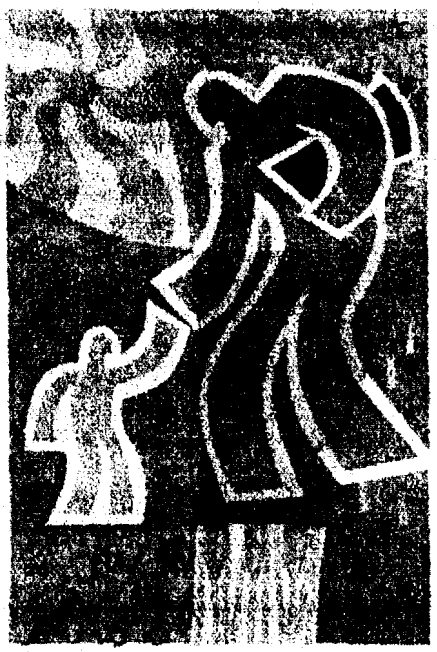
Unit Size: **75**

Number of Pages: **26**

A-D
5912

AGREEMENT

BETWEEN



PEEKSKILL CITY SCHOOL DISTRICT

- AND -

PEEKSKILL TEACHERS' AIDES ORGANIZATION

JULY 1, 2003 - JUNE 30, 2008

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Agreement made this 19th day of June 2004 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 – Agency Fee

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 fro 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 Board agrees to deduct from employee's salaries an agency fee for the PFA for those employees who have not filed a payroll deduction form with the Board. The agency fee shall be in the amount of PFA dues and shall be deducted in accordance with Section 208(3) of the Civil Service Law. Remittance to the PFA shall be with monthly dues payments.

ARTICLE III - Salary

1. All employees in the unit as of July 1, 2003 will receive the following wage increase over their hourly wage as of June 20, 2003:

   2003-2004..... 3%
   2004-2005..... 2.75%

   All employees in the unit, who as of July 1, 2003, were earning $14.36 an hour as their hourly wage shall receive the following wage increases for the school years denoted:

   2005-2006 ..... 3.25%
   2006-2007 ..... 3.25%
   2007-2008 ..... 3.25%

   Effective July 1, 2003, the entry level rate for all incoming unit members will be $8.75. Thereafter, the entry rate will increase as follows:

   July 1, 2004 ..... $9.00
   July 1, 2005 ..... $9.25
   July 1, 2006 ..... $9.50
   July 1, 2007 ..... $9.75

   A job rate of $13.00 an hour is established for all unit members making $10.64 or less an hour as of June 30, 2003. Any unit member making between $10.00 and $10.64 an hour as of June 30, 2003 will receive 1/3 of the difference between job rate and their hourly rate on July 1, 2005, July 1, 2006 and July 1, 2007.

   Bargaining unit members making less than $10.00 an hour as of June 30, 2003 will receive a $.65 (sixty-five cent) an hour increase on July 1, 2005, July 1, 2006 and July 1, 2007.

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.

4. 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.

ARTICLE IV - Longevity

Effective July 1, 2000, payments for longevity shall be established as follows:

Upon Completion of	Payment
6 years	$350.00
12 years	$475.00
18 years	$700.00

Effective July 1, 2005 payments for longevity shall be established as follows:

Upon Completion of	Payment
6 years	$450.00
12 years	$700.00
18 years	$925.00

The amount of longevity shall be prorated based upon the time the Aide attains the 6, 12 or 18 year level through June 30th.

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 10 days sick leave with pay if the member is unable to work due to personal illness.

   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
   5 days will be credited in February.

Buy Out: PFA member that meet the retirement criteria of the NYS Employee Retirement System (ERS) are eligible for reimbursement of accumulated sick leave. (See Appendix A 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 Organization and the District agree to establish a sick leave bank. This sick leave bank will be for all employees with one year of service or more.

A sick leave bank shall be created by transferring from each eligible teacher's aide Sick Leave allowance two (2) days in 2001-02 and one (1) day each year thereafter. All new employees will contribute two (2) days to the bank. The days so collected shall be in a Bank to be administered by a Sick Leave Committee comprised of two (2) PTAO members appointed by the President of the Association and two (2) administrators appointed by the Superintendent. The decisions of the Committee shall be by majority vote. PTAO member involved in catastrophic, prolonged or disabling illnesses (including illnesses resulting from pregnancy or childbirth, but not including pregnancy itself) who have exhausted their accumulated sick leave, may apply to the bank for additional sick leave. An aide may apply for one additional block of days for the same illness. There shall be no limit on the number of separate illnesses for which a teachers' aide may apply. A medical certificate of illness by a medical doctor is required. Days contributed to the Bank shall not be counted in the total accumulation of a teacher's aide for purpose of either sick leave or the supplemental retirement benefit.

The first request for leave may be for up to twenty (20) days. If additional requests are made the committee may consider member's length of service and the total number of days the individual employee's sick leave prior to their illness or injury. The total number of days in the bank may not exceed the number of unit members, times six. In the event that the bank falls below one hundred (100) days, one (1) additional day will be transferred to the bank from each employee.

ARTICLE VII - Personal Days

1. Unit employees may, at the discretion of the Superintendent or his/her

designee, be granted five (5) leave days per year with pay for personal reasons.

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 24 hours prior to the beginning of the duty day for which the leave is requested.

2. 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, 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,

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 1st *or* September 1st.

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 as 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 shall pay the full cost of individual coverage under the health insurance plan provided for other employees of the district. However, during any school year, any employee who does not report to work for more than thirty (30) calendar days without pay when school is in session shall be ineligible for paid health insurance until such time as the employee returns to

the payroll for two (2) full months; however, 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 prorate 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.

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.

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.

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 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.

   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

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.

ARTICLE XVII – 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.

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 be 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 XVIII – 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. Step 1:

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 with twenty (20) calendar days of the original submission, the Personnel Director will respond to the grievance, in writing, within a (20) 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 Personnel Director's 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) 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 arbitrators shall be divided equally between the District and the Association.

ARTICLE XX – Job Security

All unit members are expected to pass the New York State Teaching Assistants Examination by July 6, 2006. In the event that the *No Child Left Behind* standards for qualifications of paraprofessionals are modified the parties will negotiate the impact of those changes. The District will reimburse the cost of one (1) examination.

ARTICLE XXI - 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 XXII - 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 XXIII - Term of Agreement

This agreement shall be effective as of July 1, 2003 and expire on June 30, 2008.

Dated: July 4, 2004

PEEKSKILL TEACHERS' AIDES ORGANIZATION

President, P.T.A.O.

PEEKSKILL CITY SCHOOL DISTRICT

Superintendent of Schools

Assistant Superintendent for Business and Administrative Services

SICK DAYS PAYMENT SCHEDULE

	From	To	Day	Total Days	Amount	Total
Year 2001	100	70	$30	30	$900	
	69	44	$20	25	$500	
	43	18	$10	25	$250	
	17	0	$0	17	$0	$1,650
Year 2002	110	78	$30	32	$960	
	77	49	$20	28	$560	
	48	21	$10	27	270	
	20	0	$0	20	$0	$1,790
Year 2003	120	86	$30	34	$1,020	
	85	54	$20	31	$620	
	53	24	$10	29	$290	
	23	0	$0	23	$0	$1,930
Year 2004	130	94	$30	36	$1,080	
	93	59	$20	34	$680	
	58	27	$10	31	$310	
	26	0	$0	26	$0	$2,070
Year 2005	140	102	$30	38	$1,140	
	101	64	$20	37	$740	
	63	30	$10	33	$330	
	29	0	$0	29	$0	$2,210
Year 2006	150	110	$30	40	$1,200	
	109	69	$20	40	$800	
	68	33	$10	35	$350	
	32	0	$0	32	$0	$2,350
Year 2007	160	118	$30	42	$1,260	
	117	74	$20	43	$860	
	73	36	$10	37	$370	
	35	0	$0	35	$0	$2,490
Year 2008	170	126	$30	44	$1,320	
	125	79	$20	46	$920	
	78	39	$10	39	$390	
	38	0	$0	38	$0	$2,630
Year 2009	180	134	$30	46	$1,380	
	133	84	$20	49	$980	
	83	42	$10	41	$410	
	41	0	$0	41	$0	$2,770
Year 2010	190	142	$30	48	$1,440	
	141	89	$20	52	$1,040	
	88	45	$10	43	$430	
	44	0	$0	44	$0	$2,910
Year 2011	200	150	$30	50	$1500	
	149	99	$20	50	$1,000	
	98	48	$10	50	$500	
	47	0	$0	47	$0	$3,000

Memorandum of Agreement

Between the Peekskill Teacher's Aides Organization

and the

Peekskill City School District

This Agreement is subject to ratification by the members of the Union and the Board of Education.

1. Effective dates of agreement July 1, 2003 to June 30, 2008

2. Wage Increases:

July 1, 2003	3%
July 1, 2004	2.75%
July 1, 2005	3.25% *
July 1, 2006	3.25% *
July 1, 2007	3.25% *

A job rate of $13.00/hr is established for employees making $10.64/hr or less on June 30, 2003.

Established entry level: $8.75, 9.00, 9.25, 9.50, 9.75.

*Employees making between $10.00 and $10.64 on June 30, 2003 will receive 1/3 of the difference between job rate and their hourly rate on July 1, 2005, July 1, 2006 and July1, 2007.

*Employees earning less than $10.00/hr June 30, 2003 will receive .65/hr increase July 1, 2005, July 1, 2006 and July 1, 2007.

*Employees earning between $11.00 and $12.00 June 30, 2003 will be given increases of $1.35 effective July 1, 2005, July 1, 2006 and July 1, 2007 ($1.35/hr)

3. Longevity: Effective July 1, 2005

Increase: 6 year longevity from $350 to $450
12 year longevity from $475 to $700
18 year longevity from $700 to $925

4. Sick Leave Bank:

All new employees will contribute 2 days to the bank.

In the event the bank falls below 100 days one additional day will be transferred to the bank from each employee.

5. Leave of Absence:
Employees may take up to a one 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.

FMLA Leave:
Employees who are scheduled to work six hours or more per day and have completed 12 months of service are entitled to FMLA benefits.

6. Retirement:
Employees who are eligible to retire from ERS will be able to maintain individual health insurance at 50% of the premium costs. Employees may purchase family coverage but must pay the difference between individual and family coverage.

In the event an employee takes another position after retiring and is eligible to receive health insurance, the District will no longer provide health insurance.

7. Recognition Clause:
Add- door monitors and establish a separate seniority list for these employees

8. Agency fee:

A. 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 Faulty Association by the Board in accordance with uniform practice.

B. No later than October 1, 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 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.

C. 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 that date.

D. 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.

E. The Board agrees to deduct from employee's salaries an agency fee for the PFA for those employees who have not filed a payroll deduction form with the Board. The agency fee shall be in the amount of PFA dues and shall be deducted in accordance with Section 208(3) of the Civil Service Law. Remittance to the PFA shall be with monthly dues payments.

9. Seniority:
Amend: No distinction will be made between members except if a member(s) posses a physical skill or training (intensive program requiring minimum of 30 hours for 5 days).

10. Job Security:
All unit members are expected to pass the N.Y. State T.A. test by January 6, 2006. In the event the NCLB standards are modified, the parties will negotiate the impact of those changes. The District will reimburse the cost of one exam.

11. Change "Aides" to PFA members wherever it occurs within the agreement.

12. Summer Hours:
The District will post summer openings by May 15. In the event of emergencies the District may post positions after May 15.

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

For the Union 6/17/04

For the District 6/17/04