

**TERMS AND CONDITIONS OF EMPLOYMENT**  
**BETWEEN**  
**CITY SCHOOL DISTRICT OF PEEKSKILL**  
**AND**  
**PEEKSKILL ADMINISTRATORS ASSOCIATION**

**July 1, 2025 – June 30, 2028**

## TABLE OF CONTENTS

1. RECOGNITION .....	2
2. UNIT .....	2
3. GRIEVANCE PROCEDURE.....	2
4. DUES DEDUCTION .....	4
5. ABSENCES AND LEAVES .....	5
6. INSURANCE.....	12
7. MILEAGE ALLOWANCE .....	15
8. STUDENT DISCIPLINE AND ADMINISTRATOR PROTECTION .....	15
9. ASSOCIATION PRIVILEGES .....	16
10. NEGOTIATIONS .....	16
11. ADMINISTRATIVE CONDITIONS .....	16
12. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT .....	17
13. ADMINISTRATIVE VACANCIES .....	18
14. WORK YEAR .....	18
15. PEEKSKILL EMPLOYEE BENEFIT FUND (WELFARE FUND) .....	21
16. SALARY.....	21
17. SICK LEAVE BANK .....	22
18. PAYMENT OF UNUSED SICK LEAVE UPON RETIREMENT .....	23
19. GENERAL PROVISIONS .....	24
20. LEGISLATIVE APPROVAL.....	24
21. EVALUATIONS .....	25
22. INDEMNIFICATION.....	25
23. DRUG TESTING.....	25
24. DURATION OF AGREEMENT .....	25

**TERMS AND CONDITIONS OF EMPLOYMENT**  
**BETWEEN**  
**CITY SCHOOL DISTRICT OF PEEKSKILL**  
**AND PEEKSKILL ADMINISTRATORS ASSOCIATION**

**1.     RECOGNITION**

Parties: This contract is between the City School District of Peekskill, New York, and the Peekskill Administrators' Association, the association to which the Peekskill administrators belong and whose official name is PAA-ESSAA.

**2.     UNIT**

The Board of Education has recognized the Peekskill Administrators' Association as the exclusive bargaining representative to negotiate terms and conditions of employment with the District for a negotiating unit defined as follows: High School Building Principals, Middle School Building Principals, Elementary Building Principals, Vice Principals, Assistant Principals, Directors and Supervisors. Excluded from this unit are all other District employees including the Director of Human Resources, Director of Operations and the Director of Physical Education, Health and Athletics.

**3.     GRIEVANCE PROCEDURE**

The provisions of these procedures shall be liberally construed.

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

- B. Grievances shall be initiated in writing within twenty (20) school (working) days of the date on which the act grieved occurred. Summer grievances within twenty (20) calendar days.
- C. All grievances shall be processed through the Association grievance committee which shall have the exclusive right to process a grievance. All grievances shall contain the name(s) of the individual(s) affected.
- D. The Association and the Superintendent or his designee shall attempt to resolve all grievances within thirty (30) calendar days of the original written submission. This may be done either on an informal or formal basis.
- E. Should the matter not be solved in “D” above, the Association may submit the grievance to final and binding arbitration.
  - (1) 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.
  - (2) The arbitrator’s decision will be accepted by both parties as final and binding.
  - (3) The costs of the arbitration shall be divided equally between the District and the Association.

4. **DUES DEDUCTION**

- A. The Board agrees to such deductions from the salaries of its employees for dues of the Peekskill Administrators' Association and such affiliate or other organizations as administrators 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 the Association. The amount shall be transmitted to the Treasurer of the Peekskill Administrators' Association by the Board in accordance with uniform practice. Such authorization forms shall be substantially in the form attached hereto.
- 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 names and addresses of members who have elected payroll deduction 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. The Association hereby agrees to indemnify the District and hold it 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.

## 5. ABSENCES AND LEAVES

### A. Leaves of Absence With Pay

#### (1) Personal illness shall occur when:

- a. The administrator is absent from work because of a disability caused by sickness, or of non-compensable accident and the disability is of such a degree that he/she is physically unable to work.
- b. The administrator must be on duty as of the beginning of his/her absence; that is, he/she is not suspended or on a leave of absence. It can begin whether he/she reports for duty or not, if he/she is serving in the Peekskill City School District.
- c. The administrator must notify the Superintendent of Schools and Assistant Superintendent for Curriculum promptly when he/she is unable to work. (For all ordinary purposes “promptly” shall mean at least one hour prior to the beginning of the day on which the administrator is absent.) Additionally, the administrator must log in his/her absences through AESOP.
- d. For all unit members hired into the unit before July 1, 2025 sick leave shall be allowed with full pay for seventeen (17) days per year and shall be cumulative to a maximum of 300 days.

Anyone hired into the unit on or after July 1, 2025 will have access to the following sick day annual allotment:

Year 1: 12 total days

Year 2: 13 total days

Year 3: 14 total days

Year 4 and thereafter: 15 total days

Sick days shall be cumulative to a maximum of 300 days.

- e. The District shall permit unit members to use up to three (3) personal illness days (of their total allotment of seventeen (17)) for purposes of caring for immediate family members.
    - i. Immediate family shall be defined as only those family members residing in a unit member's home.
    - ii. In order to utilize a family illness day, unit members must disclose the immediate family member that they are caring for.
  - f. Each administrator shall receive notice from the District of his/her accrued sick leave within two (2) weeks of his/her request for such information.
- (2) Absence occasioned by injuries sustained while performing assigned duties shall not for the first forty-five (45) working days thereof be counted against sick leave (if fully substantiated by medical certificate) and full payment of salary shall be made for each period, but after such forty-five day period, a continuance of such absences shall be charged against permissible sick leave up to the unused sick leave available to such injured person as above indicated. To be eligible for full salary payments, the injured employee must assign to the Board of Education all sums receivable by him or 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).

- (3) Death in Family – Necessary absences occasioned by death in the immediate family shall be allowed with full salary payment and not charged against any leave for five (5) school days. The following relationships are considered immediate family:

Grandmother, Grandfather, Grandchild	Grandparents-in-Law
Wife, Husband	Father, Mother
Son, Daughter, Stepchild	Brother, Sister
Mother-in-Law, Father-in-Law	Daughter-in-Law, Son-in-Law
Stepmother, Stepfather	
Life Partner	

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.

(4) Personal Reasons

- a. Personnel in this unit shall be entitled to a maximum of four (4) days per year with pay for personal reasons. Two (2) of the four (4) days may be without reason. The other two (2) days require reasons to be provided as more fully set forth below. Unit members shall provide a minimum of two (2) weeks notice when planning to utilize a personal day; however, in an emergency or unanticipated circumstance, a unit member shall provide notice as soon as possible. This leave shall include but not be limited to:

Observance of religious holidays

Illness or injury to members of the immediate family

Death in the family



Receiving of a college or graduate degree

Attend the graduation of a member of the administrator's immediate family

Attend to financial or legal transactions that cannot be accomplished at any other times

- b. 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 an Administrator's immediate family.

- (i.) 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.
- (ii.) 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.
- (iii.) 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.

- (iv.) 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.
  - c. 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.
  - d. "Personal Family Business".
  - e. The requests shall be on forms provided by the District and must be submitted to the Personnel Office and forwarded to the Superintendent.
  - f. Unused personal days, retroactive to the 2001-02 school year, shall be added to accumulated unused sick leave at the end of the school year.
- (5) Jury Duty – Administrators who are summoned for jury duty will receive full salary provided they return to the district any remuneration received for

such service, with the exception of expense money, and this absence shall not be deducted from any leave.

- (6) Administrators may be allowed additional time off with pay for other reasons when such reasons are considered valid by the Superintendent and the Board of Education.
- (7) If a currently employed administrator in the Peekskill City School District dies, the Superintendent will take appropriate action to allow administrators, teachers and students to pay their respects to the deceased.

B. Leaves of Absence Without Pay

- (1) Child Care Leave – A child care leave of absence may be used by any administrator in order to permit the administrator 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 two (2) years duration unless extended by the District. Any leave taken pursuant to this Section shall run concurrently with any entitlement to a Family Medical Leave Act (FMLA) leave.

Applications for such leaves shall be made at least sixty (60) days prior to the intended commencement of such leave, where possible. The applications shall include the dates requested for leaving and returning.

Child care leave shall commence and terminate, insofar as possible, on September 1, or February 1.

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 administrator will be placed in a similar position to the one held prior to such leave.

The District shall continue the employee in the group health insurance plan, provided the individual pays the full cost of the health insurance coverage while on any unpaid child care leave.

The employee shall provide the District with written notification of his or her intention to return at least sixty (60) days prior to the return date of the leave.

- (2) Additional Leaves – Upon thirty (30) days notice to the Superintendent, administrators may be granted a leave of absence of up to one year without pay for other reasons which shall include but not be limited to graduate study. Leaves shall begin and terminate September 1 or February 1. The district may make exceptions in emergency situations and shall not act arbitrarily or capriciously.
- (3) The employee shall provide the District with written notice of his or her intention to return at least sixty (60) days prior to the return date of the leave.

6. INSURANCE

A. Health Insurance

Employees will annually contribute twenty percent (20%) of the cost of the health insurance plan as provided by the joint employer – employee trust fund established by the Putnam/Northern Westchester BOCES and its component districts. The terms and conditions of the Working Spouse Rule, as administered by the Putnam Northern Westchester BOCES on behalf of the District, shall be incorporated by reference and deemed part of the parties' collective bargaining agreement.

The District shall provide a \$125 plan which covers employee health insurance contribution.

- (1) The Plan as outlined in the Putnam/Northern Westchester Health Insurance Plan Agreement shall become effective on July 1, 1992.
- (2) The District reserves the right to change the carrier who provides the health insurance plan to any comparable plan. In the event the District changes the carrier who provides the plan, the President of the Association shall be notified at least ninety (90) days in advance of any such change. In the event the Association does not agree that the new plan is comparable, it may submit the issue of comparability to arbitration in accordance with grievance procedures in this Agreement. The plan shall not be switched until a decision from the arbitrator has been rendered.

- (3) Retired professional staff members with fifteen (15) years or more of district employment who retire from the District into the Teachers' Retirement System ("TRS") shall be entitled to the same health insurance benefits that are available to actively employed staff. Retired professional staff members shall assume no change in premium costs from that assumed at the time of retirement. Payment for health insurance into retirement shall be in accordance with Section 18. The aforementioned fifteen year eligibility requirement shall not apply to Maria Olivier Flores; rather, a ten (10) year requirement shall be applicable to her.
- (4) 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 \$1,000 if covered by the family plan, or \$500 if covered by the individual plan. 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 the unit member remains withdrawn from the health insurance plan. The employee must notify the District by June if he/she wants to withdraw from the health insurance plan. A unit member who has withdrawn from the insurance plan may re-enter the health insurance plan at any time by notifying the Business Office in writing. Health Insurance will become effective at the earliest date after receipt of written notification as permitted under the rules of the

health insurance plan. In the case of reentry, payments made for time withdrawn from the plan will be prorated.

- (5) Except as expressly amended in the Putnam/Northern Westchester Health Insurance Plan Agreement, the health plan benefits in effect as of June 30, 1992, shall remain in effect when the Joint Governance Board assumes jurisdiction over the Plan on July 1, 1992. Any change in any aspect of the Plan not specifically set forth in the Plan Agreement must be made by a majority vote of the full Joint Governance Board.

- B. Tax Sheltered Annuities – The Board will provide payroll deduction to any administrator who elects a Tax Sheltered Annuity program as endorsed by the Board and the Association. The number of offerings shall be limited only by the ability of the BOCES computer to handle the program for the purposes of making the deductions.

Any unit member who wishes to effect a change in a Tax Sheltered Annuity program shall file a written request with the Business Office who shall process same with the Payroll Department, so that the subsequent payroll check, after receipt of the written notice, shall reflect said change.

The enrollment periods for initiating a tax sheltered annuity will be the months of September and February. Applications must be filed in the Business Office between the first day and the last day of these months.

- C. Personal Automobile – Administrators who are approved to transport students in personal automobiles on school business shall be covered by a District policy.
- D. The District shall provide payroll deduction for membership in the Hudson River Teachers Federal Credit Union.

7. **MILEAGE ALLOWANCE**

- A. Personnel who have been approved by the Superintendent of Schools to use their own automobile for traveling on school business outside the District shall be compensated at the IRS rate. Mileage allowances shall be paid within thirty (30) days of receipt of verified claim by the Business Office.
- B. Personnel who have been approved by the Superintendent of Schools to use their own automobile for traveling between assigned schools together with any special demands shall receive a mileage allowance at the IRS rate per mile of approved travel after submission of a monthly log showing actual mileage use. This log will be submitted every month by said employee and will be processed by the District and paid to the employee within thirty (30) days of receipt.

8. **STUDENT DISCIPLINE AND ADMINISTRATOR PROTECTION**

- A. The Board will reimburse administrators for any clothing or other personal property damaged or destroyed as a result of their interaction with disruptive students, upon presentation of a receipt for the repair or replacement of the article(s).



- B. The School District will reimburse unit members for reasonable costs of repairing or replacing dentures, eyeglasses, hearing aids, clothing or similar bodily appurtenances not covered by workers' compensation which are damaged while discharging his/her duties within the scope of his/her employment, upon the presentation of a receipt for the repair or replacement of the article(s).

**9. ASSOCIATION PRIVILEGES**

Subject to the approval of the Superintendent of Schools, the President of the Association or his/her designee(s) may be granted time off up to a maximum of ten (10) days, or any part thereof, each school year without loss of pay and not be charged against personal leave to attend to PAA-ESSAA or New York State-ESSAA business.

**10. NEGOTIATIONS**

Members of this unit will serve in an advisory capacity to the Board regarding negotiations with the Peekskill Teachers Association. No member of the administrators unit shall serve directly on the negotiating team.

**11. ADMINISTRATIVE CONDITIONS**

- A. The Association will be provided with a copy of the organizational structure.
- B. The Building Principals shall be the education leader of his/her school and shall be responsible for all aspects of his/her school, subject to the authority, supervision, direction and control of the Superintendent.

12. **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The District shall pay reasonable expenses (including tuition, meals, lodging and/or transportation) incurred by administrators approved by the Superintendent of Schools to attend in-service training courses, workshops, seminars, conferences or other professional improvement sessions, in accordance with Board Policy #6830. All requests to attend such activities must be approved in advance by the Superintendent of Schools.
- B. In order to be paid such reasonable expenses, the administrator must provide proper receipts for expenses to the Superintendent of Schools.
- C. Tuition Reimbursement
  - (1) The District shall establish a tuition reimbursement fund for members of the bargaining unit in an amount of \$ \$20,000 per school year.
  - (2) Application for tuition reimbursement from this fund shall be available solely to tenured administrators who are members of the bargaining unit enrolled in an approved Doctoral program. Effective July 1, 2023, application for tuition reimbursement from this fund shall be available to administrators who are members of the bargaining unit enrolled in an approved Doctoral program.
  - (3) Application for tuition reimbursement shall be made before the start of the semester for which the credits are sought. Reimbursement of tuition for approved course work for tenured administrators shall be made in the

following school year after evidence of successful completion of the course work along with paid receipts for the courses provided to the Superintendent of Schools or his designee.

Effective July 1, 2023, reimbursement of tuition for approved course work for untenured administrators shall be made in the school year in which the administrator achieves tenure, after evidence of successful completion of the course work along with paid receipts for the courses provided to the Superintendent of Schools or his designee.

- (4) If more than one administrator applies for and is eligible for reimbursement in excess of the annual fund amount, the amount of reimbursement shall be prorated based upon the number of credits and the tuition paid. However, in no event shall any one (1) unit member receive more than \$5,000 in any school year.

D. Mentoring – The District will discuss with the Association a mentoring program for unit members.

### 13. ADMINISTRATIVE VACANCIES

Any openings for the administrative positions shall be posted electronically.

### 14. WORK YEAR

A. Effective with the 2025-2026 School Year:

The work year for all Administrators shall be from July 1<sup>st</sup> through June 30<sup>th</sup>, excluding those holidays designated by the District, where the Buildings are closed. Additionally, all unit members must be available for four (4) consecutive work days within the first week following the July 4<sup>th</sup> holiday for the Administrative Retreat. Unit members must report to work no later than August 14<sup>th</sup> (or if August 14<sup>th</sup> is a weekend, the next business day) and must be available for one (1) Administrative Retreat day in August, provided that the Superintendent will not schedule an Administrative Retreat day on the first day back (e.g. August 14<sup>th</sup>).

#### 1. Vacation Day Allotment

All current administrators employed as of March 21, 2023, will receive no less than 29 days of vacation. Administrators with 26+ years of employment in the district will receive 31 vacation days.

Administrators who begin their employment after March 21, 2023, will earn vacation days per the schedule below:

1 <sup>st</sup> year of employment in the District:	20 days to be earned at 1.66 vacation days per month. For those Administrators hired after July 1 <sup>st</sup> , this amount will be prorated.
2 <sup>nd</sup> -5 <sup>th</sup> year of employment in the District:	25 vacation days
6 <sup>th</sup> -12 <sup>th</sup> year of employment in the District:	26 vacation days
13 <sup>th</sup> -25 <sup>th</sup> year of employment in the District:	29 vacation days
26 <sup>th</sup> + years of employment in the District:	31 vacation days

## 2. Vacation Day Rules:

- Unit members cannot use more than two (2) weeks of vacation consecutively without the prior approval of the Superintendent of Schools
- During the Student School Year, when students are in session, use of more than five (5) consecutive vacation days requires Superintendent of Schools approval.
- Unit members are encouraged to use their vacation days during recess periods.
- Unit members must provide at least two (2) weeks advance notice of use of vacation days, except in cases of emergency.
- All vacation days must be used within the school year granted.
- Proposed vacation calendars should be provided to the Assistant Superintendent for Administrative Services by May 1<sup>st</sup> of each school year.
- The aforementioned vacation days shall be prorated in the event a unit member terminates his/her employment during the course of the school year. Based upon said proration, if a unit member uses more days than entitled, his/her last paycheck shall be deducted accordingly.

B. Attendance at Evening Events: It is expected that all School Building sponsored evening events and activities shall be attended by at least one Administrator. It is a professional responsibility for all unit members to participate in these School Building sponsored evening events and activities. There shall be equitable distribution of Administrator coverage at these evening events and activities. Building level and District level unit members shall collaborate regarding attendance at such events, and shall present a schedule of coverage to the District.

“School Building sponsored events and activities” does not include Board of Education meetings or sporting events.

**15. PEEKSKILL EMPLOYEE BENEFIT FUND (WELFARE FUND)**

Payment shall be made by the District on behalf of each member of the bargaining unit to the Peekskill Employee Benefit Fund welfare fund on or before September 15<sup>th</sup> of each year of this Agreement in an amount equal to that contribution made by the District for each of its teachers.

**16. SALARY**

**A. Salary Schedules**

2025-2026: The 2025-2026 salary schedule shall be as annexed hereto

All unit members are entitled to step, effective July 1, 2025; however all Elementary Principals and Elementary Assistant Principals shall remain on the same step that they were on during the 2024-2025 school year.

2026-2027: Effective July 1, 2026, the 2026-2027 salary schedule shall be created by increasing the salary schedule in effect on June 30, 2026 by 2.0%. All unit members are entitled to step, effective July 1, 2026.

2027-2028: Effective July 1, 2027, the 2027-2028 salary schedule shall be created by increasing the salary schedule in effect on June 30, 2027 by 2.0%. All unit members are entitled to step, effective July 1, 2027.

During the life of the Agreement, Carmen Vargas shall remain on the Elementary Principal salary column.

B. Longevity

Each eligible member of the bargaining unit shall receive cumulative longevity payments in the following amounts:

8 or more years in the District - \$1,900

13 or more years in the District - \$2,400

---

Total: \$4,300

Longevity payments shall be made annually in two (2) equal lump sum payments to the eligible unit member. The first lump sum payment will be made on December 1<sup>st</sup> and the last lump sum payment will be made on June 30<sup>th</sup>.

17. **SICK LEAVE BANK**

A Sick Leave Bank shall be created by transferring from each unit member's sick leave allowance one (1) day each year. The days so collected shall be in a Bank to be administered by a Sick Leave Committee comprised of two (2) unit members appointed by the President of the Association and two (2) Central Office Administrators appointed by the Superintendent of Schools. The decisions of the Committee shall be by majority vote. Unit members involved in personal catastrophic, prolonged or disabling illness (including catastrophic, prolonged, or disabling illness resulting from pregnancy or childbirth, but not including pregnancy itself) who have exhausted all of their leave under the contract, including vacation, personal and cogent leave, and sick leave, may apply to the Bank for additional sick leave. A unit employee may apply for one (1) additional block of days for the same illness. There shall be no limit on the number of separate illnesses for which a unit member may apply. There shall be no limit to the number of days which the Bank may contain, although the Association may freeze contributions once the Bank reaches one hundred

(100) days. 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 unit employee for purposes of either sick leave or the Supplemental Retirement Benefit. By July 30<sup>th</sup> of each year the President of the PAA shall receive an annual accounting of the number of days in the bank.

**18. PAYMENT OF UNUSED SICK LEAVE UPON RETIREMENT**

Any member of the bargaining unit who retires from the District into the Teachers' Retirement System (TRS) shall be eligible for the following unused sick leave conversation benefits:

<u>Unused Sick Days</u>	<u>Amount Per Day</u>
0-109	\$0 (\$0.00)
110-300	\$85 (\$16,235.00)

The per diem conversation rate shall be limited to a maximum of three hundred (300) accumulated days. In order to be eligible for this benefit, unit members who are to retire in June must notify the Superintendent of his/her intention to retire no later than January 1<sup>st</sup> of that school year.

Unit members retiring effective July 1, 2013 that wish to participate in the District's health insurance plan into retirement must use their sick leave conversion benefits for the purpose of premium payment into retirement according to the contribution rates set forth in Section 6(A)(4). The District shall maintain a separate accounting of said monies credited to each employee. Annually, costs attributable to the payment of the employee's share of health insurance premiums during retirement shall be recorded as a deduction from the sum credited in the accounting for each employee, until the balance is exhausted, at which time the retiree will himself/herself be billed and required to pay for his/her share of health insurance premiums. The District will provide annual statements to each retiree indicating the sums deemed remaining credited to the employee.



If the employee dies prior to exhaustion of the balance credited to them, the retiree's spouse or eligible dependents, during the period of COBRA coverage if elected, shall continue to have the costs attributable to the payment of the spouse's share of health insurance premiums deemed paid in the manner described above. Upon completion of the COBRA period of coverage, any amount remaining in the employee's accounting will be forfeited and revert to the District.

Employees who are eligible to retire and do not elect to take health insurance into retirement shall receive payment for those unused sick leave days.

19. **GENERAL PROVISIONS**

It is understood that any member of the unit eligible for the benefits herein provided, but who is not employed during the entire life of the agreement shall be compensated on a pro rata basis consistent with the period of his or her employment.

20. **LEGISLATIVE APPROVAL**

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

**21. EVALUATIONS**

The Evaluation procedure for members of the bargaining unit is attached as Appendix "B". The parties shall meet and attempt to develop a mutually acceptable new evaluation instrument. Until such time as that may occur, the current evaluation instrument shall continue to be used.

**22. INDEMNIFICATION**

The District shall adopt the indemnification provisions of Section 18 of the Public Officers Law.

**23. DRUG TESTING**

All members shall be subject to the drug testing procedures set forth in Appendix "A" hereto.

**24. DURATION OF AGREEMENT**

This agreement shall be effective from July 1, 2025 through June 30, 2028.

**PEEKSKILL ADMINISTRATORS'  
ASSOCIATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

**CITY SCHOOL DISTRICT OF PEEKSKILL**

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

**PROCEDURES FOR DRUG AND ALCOHOL TESTING**

**I. 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.

**II. TRAINING**

To ensure the effective implementation of these procedures, District supervisors and union observers will complete at least three (3) 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. Behavioral changes that may indicate controlled substance abuse will also be addressed. Documentation of these training sessions will be maintained.

**III. 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 or she has used alcohol within four hours of the beginning of his or her work day.
- C. No employee may be on duty if the employee has a 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 engage in any conduct that obstructs the proper and orderly administration of such tests. Any such refusal shall constitute 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.

#### IV. 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 of 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. Designated union members shall receive training made available at district expense.

**C. Protocol for Questioning and Testing:** 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.

## **V. 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 to 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 report 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 provide for herein.

**E. Reporting of Tests:** The results of all tests will be reported to the Superintendent or his or her designee. The results will be kept in a confidential file.

## **VI. 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.

## **VII. 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 for 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.

## **VIII. 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 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 exists 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.

### **PAYROLL DEDUCTION AUTHORIZATION**

Social Security Number:

Last Name:

First:

Middle:

District Name:

Association:

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above association, to deduct from my salary and transmit to said association dues as certified by said association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments theretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1<sup>st</sup> and September 15<sup>th</sup> of any given year.

---

Member Signature:

Date: