

Tentative Agreement by and between Sweet Home Central School District and Sweet Home Service Employees' Association

The following reflect the changes to the Agreement negotiated by the parties whereby a Tentative Agreement was reached on June 29, 2022.

1.1.5 All provisions of the **2022-2026** Agreement between the parties shall be carried forward into the successor agreement except as added to, deleted from, or otherwise modified through these negotiations.

1.4.1 Change dates to reflect a 4-year successor Agreement beginning July 1, 2022.

This agreement shall be effective from July 1, **2022** and continue in force until June 30, **2026**. If on June 30, **2026**, there is no successor agreement in place all terms and conditions covered under this contract shall remain in effect until such time as a successor agreement is agreed upon.

1.3. Definitions: m. Delete Long Term Substitute Nurse (subs are not part of SHSEA)

2.3 Annual Employment Notification

By **November 1** of each school year, the District shall **alert each employee of the availability of the Annual Salary Notification within WinCap Web**. The notification contains the following information: the employee's job title, building, or district assignment, retirement number (where appropriate), hourly rate, **hire date and longevity increment**.

Such notice shall call for a digital acknowledgement by the employee within a thirty-day period.

Article 3: COMPENSATION

3.1 Hourly Rates

a. The Minimum Starting Hourly Rates for employees hired after July 1, **2022** are set forth in the table of Minimum Starting Hourly Rates for **2022-2026**, contained in Appendix A.

b. All employees, who as of **July 1, 2022**, earn less than the amounts associated with the starting rates for their corresponding job title shall be raised to the new start rate contained in Appendix A effective July 1, 2022. (No employees shall experience a reduction in wages as a result of this new schedule.)

c. Increases for 2022-2026 for all employees shall be as follows:

i. Effective **July 1, 2022** all employees shall receive a **6%** wage increase applied to their base hourly rate after any adjustments according to section b above are calculated, if applicable.

ii. Effective **July 1, 2023** all employees shall receive a **6%** wage increase applied to their base hourly rate as of June 30, 2023.

iii. Effective **July 1, 2024** all employees shall receive a **6%** wage increase applied to their base hourly rate as of June 30, 2024.

iv. Effective **July 1, 2025** all employees shall receive a **6%** wage increase applied to their base hourly rate as of June 30, 2025.

f. For employees who are **changing** to a different NYS Civil Service classification, **the hourly rate increase will be negotiated based on experience**.

g. Only those regularly scheduled employees hired on or prior to **June** 1st of a given fiscal year, or a regular substitute who has worked a minimum of fifty days in a year prior to permanent appointment shall be eligible for a salary increase the following July 1st. Regularly scheduled employees hired after **June** 1st shall be eligible for a salary increase on July 1st of the calendar year following their

date of hire.

3.2.1 Longevity: Update language for 5-year category. No substantive change.

Upon completion of five (5) years of continuous service; an additional 2.5% shall be added to employee's base hourly rate.

3.3.2 Overtime pay shall be granted at the rate of time and a half based on the employee's hourly rate for the position.

3.3.6 PREMIUM PAY Premium Pay shall be defined as hours worked during emergency closing. (see section 4.6)

3.3.6.1 Premium pay shall be granted at a rate of two (2) times the employee's hourly rate. An employee who works beyond the 40th hour during an emergency will be paid "Premium Pay" only for hours worked during the emergency, after that, the remaining overtime hours shall be paid in accordance with overtime rules. (See section 3.3 Overtime Pay)

3.5.7 Delete section regarding Long Term Substitute Nurse (subs are not part of SHSEA) Per Diem

3.6.3 Stipulations: The use of Personal Leave days and Bereavement days shall not count as "Days Absent" pursuant to 3.6.2. Days reported as sick cannot be re-categorized to personal or compensatory time after the fact. Attendance bonus shall be paid on the pay period prior to Thanksgiving Holiday.

3.3.8 Shift Differential

When the majority of an employee's regularly scheduled work hours fall between the hours of 11:00 p.m. and 7:00 a.m., the employee shall receive an additional fifty cents (\$0.50) per hour.

3.3.10 Compensatory Time

An Employee may elect to the earning of compensatory time in lieu of overtime payment. Employees choosing compensatory time must receive approval for the both the accumulation of compensatory time as well as the use of compensatory time off. Compensatory time shall be earned at the same rate as cash compensation (time and one-half). No more than forty (40) hours of compensatory time off may be accrued. **Compensatory time beyond forty (40) hours may be granted at the discretion of the Supervisor.** If an employee has accrued forty (40) hours of compensatory time, any additional overtime must be paid at one and one-half (1-1/2) times the employee's regular rate of compensation.

All compensatory time must be utilized by the end of the school year in which it was accrued, **or it will be paid out by the district.** **Under exceptional circumstances,** employees may request permission from the Assistant Superintendent for Human Resources to utilize compensatory time during the months of July and August following the conclusion of the school year in which the time was earned.

3.5 OTHER COMPENSATION

3.5.8 Building Leadership Team Participation (BLT)

An employee who is interested in serving on a BLT committee will submit a letter of interest to the respective principal by May 1 annually. The building principal shall select the employee(s) to serve on the committee (up to a maximum of twelve service employees district-wide). Employees appointed to serve on BLT shall be paid a stipend **of \$1,200 per person up to a maximum of two (2) per building and a maximum of twelve (12) district wide. SHSEA BLT members are responsible for timely communicating BLT message points to SHSEA members in each building.**

4.1 SCHEDULE

4.1.6 **Program Aides** shall receive an additional ten percent per hour for all supervision/remediation work after the school day ends.

(Change references of Teacher Aide Level 2 to Program Aide's in this section as well as other locations through the Agreement.)

4.2.3 **A ten month employee who works during the summer performing a function different from their ten month position shall be paid at an equitable rate as determined by the district and SHSEA President based on the position involved and experience of the employee. The objective is to determine a rate that is greater than that paid to substitute employees, however, in no event would the rate be less than those paid to substitutes.**

4.3 HOURS AND REST PERIODS

4.3.2 **Effective September 2022,** Ten month, regular, full-time clerical workers shall work 8 hours per day including the lunch period.

4.3.3 **Effective September 2022,** Twelve month, regular, full-time clerical workers shall work 8 hours per day including the lunch period.

4.3.4 Add a new category:

Five-day work week, seven hours per day: Teacher Aide and Program Aides (remove them from 6 hour category.)

4.4.2 Delete – and adjust remaining sections.

4.4.3 Employees will not report during the emergency closing period unless specifically requested to do so by the Superintendent of Schools or his/her designee. Employees called in shall be paid **premium pay**. (See section 3.3.6)

4.4.5 All employees shall be reachable by telephone or other means for possible emergency "call-in" duty during their normal work schedule hours. Those called in shall be paid **premium pay**. (See section 3.3.6)

4.4.7 The emergency period, once declared, shall extend to midnight of the day on which the emergency was declared. Employees normally scheduled to begin work during the emergency are not expected to report for the duration of their normal work schedule. Under such circumstances, they shall be paid their regular rate of pay for the entire workday schedule.

5.1 HEALTH AND MEDICAL INSURANCE

5.1.1 Coverage: The District shall fund the health insurance premium at ninety percent (90%) of the premium for full-time employees' insurance premiums for the New York 44 Health Benefits Plan Trust for a single, **employee plus spouse/domestic partner, employee plus child(ren)**, or family plan.

5.1.1.3 **All 12-month** employees enrolled in a District sponsored **health insurance plan** will receive a 105H benefit plan. This plan will annually provide **\$1,100** for employees enrolled in a family plan, **employee plus spouse/domestic partner, or employee plus child(ren)**, and **\$750** for employees enrolled in a single plan. An employee hired after the start of a year would receive a benefit prorated to the amount of time worked.

All 10-month employees enrolled in a District sponsored **health insurance plan** will receive a 105H benefit plan. This plan will annually provide **\$925** for employees enrolled in a family plan, **employee plus spouse/domestic partner, or employee plus child(ren)**, and **\$625** for employees enrolled in a single plan. An employee hired after the start of a year would receive a benefit prorated to the amount of time worked.

5.1.2 remove section (old insurance language; doesn't conform with Affordable Care Act) (5.1.3 becomes 5.1.2 and 5.1.4 becomes 5.1.3)

5.2.1 All regularly scheduled full time and part time employees will receive disability insurance benefits at District expense. **New York State determines that the lookback period for disability benefits pay the average weekly wage from eight (8) weeks preceding the disability.**

6.1.1 Paid holidays for ten (10) month employees shall be: Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday and Memorial Day **and Juneteenth.**

Paid holidays for twelve (12) month employees shall be: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, **Juneteenth,** and the Fourth of July.

6.1.2 Holiday work shall be on a voluntary basis **with supervisor approval.** All holiday work shall be compensated at **premium pay. (See 3.3.6)**

6.1.3 **Holiday pay shall be based on hours normally worked.**

6.2.1.h **Absent Supervisor permission,** there will be no vacation requests approved in the week preceding Labor Day or the week prior to the last day of the school year.

6.2.3 All vacation requests must be submitted using **WinCap** and must be submitted to the employee's immediate supervisor.

6.2.5 remove section (not necessary) (6.2.6 becomes 6.2.5, etc.)

6.3 **SICK LEAVE**

6.3.3.2 Clarify Part-time Sick Days with the insertion of the chart below:

Regularly scheduled Part-Time Ten-Month employees new to the district shall not be eligible to receive sick leave benefits until they have been employed **90 days. After 90 days the employee will be credited with 2 sick days** One additional sick leave day shall be granted July 1st of each year to a maximum of 10 days **in accordance with the chart below:**

Year	# Days
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9	10

6.3.6 Regularly scheduled full-time employees new to the district shall not be eligible to receive sick leave benefits until they have been employed **90 days. After 90 days the employee will be credited with 2 sick days**

and shall earn leave days at the rate of one per month until the next July 1st when they will be credited with sick days as provided in Sections 6.3.1 and 6.3.4

6.4 PERSONAL LEAVE DAYS

6.4.1.1 Each July 1, regularly scheduled part-time ten-month employee shall be credited with 1 personal day during the first year, 1 personal day upon completion of 1 year of service, 2 personal days per year upon completion of 2 years of service, 3 personal days per year upon completion of 3 years of service.

6.4.5 Employees new to the district shall not be eligible for personal leave until they have been employed 90 days after which personal leave days shall be prorated up to the following July 1st.

7.1.2 Full-time employees must exhaust all accrued paid (vacation or personal) leave available to them before they will be allowed to apply for a day without pay leave.

ARTICLE 8 – RETIREMENT

8.1.2 All members of the Employees' Retirement system shall be covered by Section 41(j) of the Retirement and Social Security Law (RSSL) Allowance for Unused Sick Leave Plan.

8.1.3 Employees who are members of Tier I or Tier II of the Retirement System shall be covered under New York Consolidated Laws, Retirement and Social Security Law - RSS Section 75-i.

8.3 Add "Retirement" before Attendance Bonus for clarification

8.4 SEVERANCE BENEFIT

New 8.4.1 f. The district agrees to make a non-elective employer contribution in the amount of (nine) 9% for employees' final average salary, subject to contribution limitations outlined in the Internal Revenue Code, Section 415 (d), to a qualified 403 (b) plan identified by the employee, for the benefit of the employee with 20 years of service.

8.5 403(b) Contribution

The District shall establish employer matching contribution to a tax deferred annuity programs under Internal Revenue Code 403(b). The District agrees to contribute on behalf of those full time (10 and 12 month) employees who have been employed by the District for ten (10) years but less than fifteen (15) years and who choose to participate in the program of their choice an amount equal to one hundred percent (100%) of the employee's contribution to a maximum District contribution per calendar year of three hundred dollars (\$300) The District will match up to five hundred dollars (\$500) per year after fifteen (15) years of service, seven hundred fifty dollars (\$750) per year after twenty (20) years of service, and one thousand dollars (\$1000) per year after twenty-five (25) years of service.

9.1.3 delete section (is redundant) (9.1.4 becomes 9.1.3, etc.)

13.1.2 Bus drivers, bus aides/monitors will be given an opportunity to bid for available bus runs in August and again in October.

13.1.4 Rewrite per actual practice and for clarity: All Transportation employees will be paid for annual safety trainings for length of course (Annual Fall and Winter Safety Refreshers) and for "dry runs" at 2 hours each September, before the first day of school.

13.1.8 Ten (10) days prior to the bidding date, the proposed routes will be emailed to all Transportation employees and printed upon request.

13.1.10 When the first forty (40) bids are complete, the published route books will be recalled and the routes that were selected will be removed. These abbreviated books will be **emailed to all Transportation employees 10 days before bidding and printed upon request for the personal review of interested drivers.** On the third day after the original bidding, the remaining drivers will be assigned a five (5) minute interval to submit their bid. The same rules will apply as in 13.1.9.

New 13.1.14 Transportation employees shall be paid one hour pay at their regular rate for each of bid sessions.

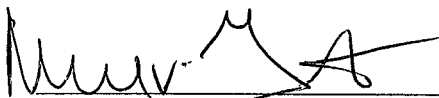
13.4 delete section (this doesn't occur since bus aides are included in the bidding process) (13.5 becomes 13.4, etc.)

13.14 Drivers who have completed the District's training program to receive their CDL and subsequently are hired by the District after ratification of the 2018-19 collective bargaining agreement **but before June 30, 2022** shall receive a seven hundred and fifty (\$750) dollar bonus at the beginning of their second year of employment. This benefit does not apply to drivers previously employed by the District.

Those drivers hired after July 1, 2022 who have completed the District's training program to receive their CDL shall receive a **one thousand dollar (\$1,000) bonus** at the beginning of the second year of employment. This benefit does not apply to drivers previously employed by the District. This clause will sunset on **June 30, 2026.**

Numerous non substantive changes have been agreed upon by the parties reflecting clean up to; cross-referenced sections, typographical errors, changes in district titles, and dates. Those changes will be available for view at the ratification vote, or through your union leadership.

Agreed:



Michael Ginestre – Superintendent

7/13/22



Ronald Farleo – President SHSEA