

Tentative Agreement
SHASA Contractual Agreement
2022- 2025

To follow is the Tentative Agreement between the Sweet Home Central School District and the Sweet Home Administrators' and Supervisors' Association, subject to Ratification and BOE Approval:

Article I G – Duration of Agreement (pg. 5)	
Current Language	Proposed Language
N/A	This is a three (3) year agreement, beginning on July 1, 2022, and ending on June 30, 2025.

Article II A – Administrators – Definition (pg. 6)	
Current Language	Proposed Language
For the purpose of this section, Administrators shall be defined as having the following position titles: • Principal • Principal for Secondary Education • Assistant Principal • Assistant Principal for Data Management and Support • Director of Special Programs • Director of Athletics, Health, and Physical Education • Director of Technology • Dean of Students	Add: Assistant Director of Special Programs

Article II B – Supervisors – Definition (pg. 6)	
Current Language	Proposed Language
For the purpose of this section, Supervisors and Assistant Supervisors shall be defined as having the following position titles: • Supervisor of Buildings and Grounds • Supervisor of Transportation • Supervisor of Food Service	For the purpose of this section, Supervisors and Assistant Supervisors shall be defined as having the following position titles: • Supervisor of Buildings and Grounds • Supervisor of Transportation • Supervisor of Food Service

• Systems Engineer • Principal Account Clerk • Community Relations Coordinator	• Systems Engineer • Add: District Treasurer (remove Principal Account Clerk) • Principal Account Clerk • Community Relations Coordinator
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Article II C1 – Hospital & Medical Insurance (pg. 6)	
Current Language	Proposed Language
a. For school years 2016-17, 2017-18, and 2018-19, The District shall fund health insurance premiums at ninety (90) percent of the cost for the New York 44 Health Benefits Trust Plan for a single or a family plan. For school year 2019-20 and beyond, the District shall fund health insurance premiums at eighty-nine (89) percent of the cost for the New York 44 Health Benefits Trust Plan for a single or a family plan. b. The District shall not be obligated to reimburse the employee for additional costs associated with changes in the health insurance benefits by the Erie 1 BOCES Health Benefit Plan Trust. c. In subsequent years, the District may seek alternate health care providers. Should the District decide to leave the NY 44 Health Benefit Trust, the District is obligated to provide plan benefits matching those of the NY 44 Health Benefit Trust Plan. Should both the SHEA and SHSEA bargaining units agree to leave the NY 44 Health Benefit Trust on those terms, SHASA will agree to leave as well at the District's request. Should the District wish to change plan benefit options, change the carrier or pursue self-funded options, it shall be obligated to negotiate those changes with SHASA. d. Dependents shall be defined by the NY 44 Health Benefits Trust Plan. e. It is agreed that the employee payroll deductions for the employee's portion of the health insurance premiums will automatically be processed under the "health insurance premium" section of the FLEX plan. As such, all premiums paid will be tax-free as permitted by Section 125 of the Internal Revenue Code. Additional money may be voluntarily contributed to the FLEX Medical Reimbursement Account and/or Flex Dependent Care Account each year during the open	a. For school years 2022-23 and 2023-24, the District shall fund health insurance premiums at eighty-eight (88) percent of the cost for the New York 44 Health Benefits Trust Plan for a single or a family plan. For the 2024-25 school year and beyond, the District shall fund health insurance premiums at eighty-seven (87) percent of the cost for the New York 44 Health Benefits Trust Plan for a single or a family plan. b. The District shall not be obligated to reimburse the employee for additional costs associated with changes in the health insurance benefits by the Erie 1 BOCES Health Benefit Plan Trust. c. In subsequent years, the District may seek alternate health care providers. Should the District decide to leave the NY 44 Health Benefit Trust, the District is obligated to provide plan benefits matching those of the NY 44 Health Benefit Trust Plan. Should both the SHEA and SHSEA bargaining units agree to leave the NY 44 Health Benefit Trust on those terms, SHASA will agree to leave as well at the District's request. Should the District wish to change plan benefit options, change the carrier or pursue self-funded options, it shall be obligated to negotiate those changes with SHASA. d. Dependents shall be defined by the NY 44 Health Benefits Trust Plan. e. It is agreed that the employee payroll deductions for the employee's portion of the health insurance premiums will automatically be processed under the "health insurance premium" section of the FLEX plan. As such, all premiums paid will be tax-

enrollment period.	free as permitted by Section 125 of the Internal Revenue Code. Additional money may be voluntarily contributed to the FLEX Medical Reimbursement Account and/or Flex Dependent Care Account each year during the open enrollment period.
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Article II C – Administrators/Supervisors – Benefits 4. Withdrawal of Medical Insurance (pg. 7)	
Current Language	Proposed Language
Any SHASA member eligible to receive family medical insurance coverage during the term of this agreement, and THEREAFTER WITHDRAWS medical insurance coverage prior to the close of the open enrollment period FOR THE FOLLOWING school year, shall receive compensation as follows: - \$5,000 FOR ONE YEAR during the 2016-17, 2017-18, 2018-19 OR 2019-20 SCHOOL YEARS; \$5,000 FOR ONE YEAR AND \$5,000 FOR A CONSECUTIVE SECOND YEAR - \$5,000 FOR YEAR ONE, \$5,000 in FOR A CONSECUTIVE SECOND YEAR and \$9,000 FOR A CONSECUTIVE THIRD YEAR - \$5,000 FOR year one, \$5,000 FOR A SECOND CONSECUTIVE year, \$9,000 FOR A THIRD CONSECUTIVE year and \$9,000 FOR A CONSECUTIVE Year four. PRIOR TO JULY 1ST OF THE GIVEN YEAR, THE SHASA MEMBER MUST PROVIDE THE DISTRICT WITH NECESSARY DOCUMENTATION IT MAY NEED TO CONFIRM THAT THE SHASA MEMBER HAS HEALTH INSURANCE COVERAGE ELSEWHERE. SUCH COMPENSATION SHALL BE MADE IN THE SHASA MEMBER'S LAST PAYCHECK OF THE YEAR (END OF THE YEAR BEING JUNE 30). THIS PROVISION ON THE OPTIONAL WITHDRAWAL FROM THE DISTRICT'S HEALTH INSURANCE AND RESULTING COMPENSATION SHALL REMAIN IN EFFECT ONLY DURING THE TERM OF THE COLLECTIVE BARGAINING AGREEMENT FOR THE 2016-17 THROUGH 2019-20 SCHOOL YEARS, WHICH EXPIRES ON JUNE 30, 2020.	As of July 1, 2020, any SHASA member eligible to receive medical insurance coverage under this agreement, and who withdraws from such coverage prior to the close of the open enrollment period for the following school year, shall receive a payment of \$6,000 at the end of the respective school year. Prior to July 1st of the given year, the SHASA member must provide the District with necessary documentation it may need to confirm that the SHASA member has health insurance coverage elsewhere. Such compensation shall be made in the SHASA member's last paycheck of the year (end of year being June 30). If the spouse of a SHASA member receives medical insurance coverage paid for by the District, the SHASA member is not eligible for compensation for the medical insurance withdrawal.

Article II C – Administrators/Supervisors – Benefits 10. Death in Immediate Family (pg. 9)	
Current Language	Proposed Language
This leave shall be for up to five (5) workdays and must be taken within nine (9) calendar days of the date of the death. The calculation of the nine calendar days will start with and include the day immediately following the death of a member of the immediate family. The immediate family will be defined as: (1) Spouse (2) Employee's or Spouse's (a) Children (b) Father (c) Mother (d) Grandparents (e) Sister (f) Brother (g) Grandchildren (h) Sister's spouse (i) Brother's spouse (3) Individuals personally residing in the employee's home. (4) Individuals for whom the employee or spouse is responsible. The Superintendent or his designee may extend this leave upon request.	This leave shall be up to five (5) workdays and must be taken within fifteen (15) calendar days of the date of the death. Up to two (2) of the five (5) days may be taken outside of the fifteen day window for any commitment necessary as a result of death that cannot be performed within the fifteen day window. The immediate family will be defined as: (1) Spouse (domestic partner) (2) Employee's or Spouse's (a) Children (b) Father (f) Brother (g) Grandchildren

	(c) Mother (h) Sister's spouse (d) Grandparents (i) Brother's spouse (e) Sister (3) Individuals personally residing in the employee's home. (4) Individuals for whom the employee or spouse is responsible. An employee shall be entitled to one (1) day of bereavement leave to attend the funeral of the SHASA member's (or spouse's) aunt, uncle, cousin, niece or nephew. The Superintendent or his designee may extend this leave upon request.
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Article II C – Administrators/Supervisors – Benefits 12. Sick Leave (pg. 9)	
Current Language	Proposed Language
a. Administrators/supervisors may now accumulate a maximum of 250 sick leave days. The maximum number of days may not exceed 250. However, it shall be presumed that any member having 250 days as of June 30 of a given year shall be awarded an additional 18 days and unused personal days on July 1 of the next year. At the end of that year, if less than 18 sick days are used, the total reverts to the 250 amount as of June 30 of that year. b. New employees hired after July 1, 1988, would be granted a total of 54 sick leave days from which to draw. At the end of three years the total of sick leave days remaining shall serve as the base for accrual of sick leave days. Sick leave days will be granted at the rate of 18 per year. Any Sweet Home teacher or former Sweet Home teacher appointed to an administrative position will be awarded all sick leave days accrued while employed as a teacher.	a. Administrators/supervisors may now accumulate a maximum of 260 sick leave days. The maximum number of days may not exceed 260. However, it shall be presumed that any member having 260 days as of June 30 of a given year shall be awarded an additional 18 days and unused personal days on July 1 of the next year. At the end of that year, if less than 18 sick days are used, the total reverts to the 260 amount as of June 30 of that year. New employees hired after July 1, 1988, would be granted a total of 54 sick leave days from which to draw. At the end of three years the total of sick leave days remaining shall serve as the base for accrual of sick leave days. Sick leave days will be granted at the rate of 17 per year. Any Sweet Home teacher or former Sweet Home teacher appointed to an administrative position will be awarded all sick leave days accrued while employed as a teacher.

Article II C – Administrators/Supervisors – Benefits 13. Sick Leave Conversion at Retirement (pg. 9)	
Current Language	Proposed Language
a. Any administrator or supervisor with a minimum of 10 years of service in the district on or prior to September 1, 1999 and eligible to begin receiving retirement benefits from the New York State	a. ~~Any administrator or supervisor with a minimum of 10 years of service in the district on or prior to September 1, 1999 and eligible to begin receiving retirement benefits from the New York State~~

Teachers' Retirement System or the New York State Employees Retirement System who has accumulated 250 sick leave days at the time of written commitment to the district that his or her retirement will occur the following July 1 or a mutually agreed upon date is eligible to receive \$18,750. Conversion of unused sick leave shall be at the rate of \$75 per day. b. Any administrator or supervisor with a minimum of 10 years of service in the district after September 1, 1999 and eligible to begin receiving retirement benefits from the New York State Teacher's Retirement or the New York State Employees Retirement System who has accumulated 250 sick leave days at the time of written commitment to the district that his or her retirement will occur the following July 1 or a mutually agreed upon date is eligible to receive \$25,000. Conversion of unused sick leave shall be at the rate of \$100 per day.	~~Teachers' Retirement System or the New York State Employees Retirement System who has accumulated 250 sick leave days at the time of written commitment to the district that his or her retirement will occur the following July 1 or a mutually agreed upon date is eligible to receive \$18,750. Conversion of unused sick leave shall be at the rate of \$75 per day.~~ DELETE- no longer applicable b. Any administrator or supervisor with a minimum of 10 years of service in the district after September 1, 1999 and eligible to begin receiving retirement benefits from the New York State Teachers' Retirement or the New York State Employees Retirement System who has accumulated up to 260 sick leave days at the time of written commitment to the district that his or her retirement will occur the following July 1 or a mutually agreed upon date is eligible to receive up to \$26,000. Conversion of unused sick leave shall be at the rate of \$100 per day. c. In the event of the death of the employee, the remainder of the benefit will be received by the surviving spouse. In the event of the death of the surviving spouse, any remaining dollars will revert to the estate. d. The district agrees to make a non-elective employer contribution in the amount established by article II.C.13, subject to the contribution limits as outlined by the Internal Revenue Code, Section 415(c). Should the District be unable to fund the entire retirement benefit and sick leave conversion in the year of retirement due to Internal Revenue Code §415(c) limits, the District will remit the maximum allowable in the first year of retirement, and the remainder will be remitted by January 31st of the following year in accordance with Treas. Reg. 1.403(b)-1(f)(7) and Section 415(c) of the IRC concerning up to "five years of post-retirement deposits."
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Article II C – Administrators/Supervisors – Benefits 14. Personal Leave (pg. 9)		
Current Language	Proposed Language	
a. Personnel shall be granted three (3) personal leave days per year on written notice without a reason given to the superintendent. Unless an emergency exists, in which case leave is recognized immediately, notice shall be given three (3) school days in advance.	Personal leave shall be granted at the rate of 4 days per year (all other language remains the same)	

- b. Personal leave on the school day immediately preceding or following regularly scheduled school holidays shall require a reason. This request shall be submitted in writing at least four (4) school days in advance. In case of an emergency affecting one of these days, a belated request for personal leave will be considered. The Superintendent of Schools or his designee has the right to reject such personal leave day requests if it does not conform to the following standard:
- c. "Personal leave is intended to offer professional personnel the opportunity to conduct official legal and/or personal business which cannot be scheduled outside of school hours."
- d. Unused personal leave days will be credited to accumulated sick leave at the beginning of the individual's next school year.

Article II
C – Administrators/Supervisors – Benefits
17. 403B Contribution
(pg. 10)

Current Language

- a. The District shall establish a tax deferred annuity program under Internal Revenue Code section 403(b). In each year of this contract, the District agrees to contribute on behalf of administrators and supervisors who choose to participate in the program an amount equal to the administrators or supervisors contribution to an annual maximum according to the following chart:

Schedule	Annual Maximum District Contribution
Principal 10+ Years in SHASA	\$1,000
Principal 0-9 Years in SHASA	\$800
Off Step 10+ Years in SHASA	\$600
Assistant Principal 0-9 Years in SHASA	\$400
Supervisor 10+ Years in SHASA	\$500
Supervisor 0-9 Years in SHASA	\$300

- b. The District's obligation to match is only for money that is being contributed after January 1, 2006. If the administrator or supervisor is contributing the maximum dollar amount allowable by law, the

Proposed Language

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Schedule	Annual Maximum District Contribution
All members	\$1,000

- b. The District's obligation to match is only for money that is being contributed after January 1, 2006. If the administrator or supervisor is contributing the maximum dollar amount allowable by law, the District contribution shall be counted above and beyond the maximum as per 403(b) guidelines.
- c. The District contribution shall be made quarterly, equaling the employee's contribution until the maximum in the preceding chart is reached. The District shall contribute to a plan of the administrator's or supervisor's choosing. The administrator or supervisor has the right to change his/her contribution at the beginning of any month.

District contribution shall be counted above and beyond the maximum as per 403(b) guidelines. c. The District contribution shall be made quarterly, equaling the employee's contribution until the maximum in the preceding chart is reached. The District shall contribute to a plan of the administrator's or supervisor's choosing. The administrator or supervisor has the right to change his/her contribution at the beginning of any month.	
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Article II C – Administrators/Supervisors – Benefits 20. Parental Leave (pg. 11)	
Current Language	Proposed Language
N/A	One day of paid leave, not deducted from sick leave, shall be granted to an employee to attend the birth or adoption of a child or the return from the hospital.

Article II C – Administrators/Supervisors – Benefits 22. Absence Due to Injury (pg. 11)	
Current Language	Proposed Language
N/A	Employees shall be paid for absences due to injuries covered by Workman's Compensation in one of two ways - at the employee's option. If the employee accepts Workman's Compensation, there will be no deduction from the sick leave time. Sick leave time will be used to supplement Workmen's Compensation benefits. Upon application by the employee, the difference between the weekly benefits received from Workman's Compensation and full salary will be paid by the board of education.

Article II C – Administrators/Supervisors – Benefits 23. Cancer Screening (pg. 11)	
Current Language	Proposed Language

N/A	Pursuant to New York State CLS Civil Service Law §159-b and -c (2007) employees will be entitled to paid leave for the purpose of cancer screening under the following guidelines: • For record keeping purposes, annual refers to the school fiscal year (July-June) • Leave time for cancer screening is not cumulative, nor is it retroactive. • If the cancer screening takes longer than four (4) hours, the additional time will need to be designated as sick time or leave without pay. • Employees must submit a Cancer Screening Leave Request Form to their immediate supervisor at least 72 hours prior to the appointment. • Employees must verify their attendance at said appointment by submitting a Verification of Cancer Screening Appointment form, signed by the appropriate medical personnel, to the Office of Human Resources & Planning; the results of the screening are confidential and are not provided to the District. • Cancer Screening Leave requests will not be approved on the day immediately preceding or following a holiday. • Appointments for cancer screening should be made either in the morning or afternoon of your normal work hours • In cases of extenuating circumstances, an appeal for credited cancer screening leave time can be made to the Superintendent of Schools.
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Article II D – Administrators/Supervisors – Salaries 1a. Minimum Starting Salaries (pg. 11)				
Current Language				
i. New SHASA members hired after July 1, 2016 will have a minimum starting salary based upon the figures outlined in the table below.				
Position	2016-17	2017-18	2018-19	2019-20
HS Principal	111,000	113,500	115,500	118,000
MS Principal/ Director of Special Programs	107,000	109,242	111,500	113,500
Elementary Principal	106,000	108,000	110,500	112,500

Teachers' Retirement System or the New York State Employees Retirement System who has accumulated 250 sick leave days at the time of written commitment to the district that his or her retirement will occur the following July 1 or a mutually agreed upon date is eligible to receive \$18,750. Conversion of unused sick leave shall be at the rate of \$75 per day. b. Any administrator or supervisor with a minimum of 10 years of service in the district after September 1, 1999 and eligible to begin receiving retirement benefits from the New York State Teacher's Retirement or the New York State Employees Retirement System who has accumulated 250 sick leave days at the time of written commitment to the district that his or her retirement will occur the following July 1 or a mutually agreed upon date is eligible to receive \$25,000. Conversion of unused sick leave shall be at the rate of \$100 per day.	~~Teachers' Retirement System or the New York State Employees Retirement System who has accumulated 250 sick leave days at the time of written commitment to the district that his or her retirement will occur the following July 1 or a mutually agreed upon date is eligible to receive \$18,750. Conversion of unused sick leave shall be at the rate of \$75 per day.~~ DELETE- no longer applicable b. Any administrator or supervisor with a minimum of 10 years of service in the district after September 1, 1999 and eligible to begin receiving retirement benefits from the New York State Teachers' Retirement or the New York State Employees Retirement System who has accumulated up to 260 sick leave days at the time of written commitment to the district that his or her retirement will occur the following July 1 or a mutually agreed upon date is eligible to receive up to \$26,000. Conversion of unused sick leave shall be at the rate of \$100 per day. c. In the event of the death of the employee, the remainder of the benefit will be received by the surviving spouse. In the event of the death of the surviving spouse, any remaining dollars will revert to the estate. d. The district agrees to make a non-elective employer contribution in the amount established by article II.C.13, subject to the contribution limits as outlined by the Internal Revenue Code, Section 415(c). Should the District be unable to fund the entire retirement benefit and sick leave conversion in the year of retirement due to Internal Revenue Code §415(c) limits, the District will remit the maximum allowable in the first year of retirement, and the remainder will be remitted by January 31st of the following year in accordance with Treas. Reg. 1.403(b)-1(f)(7) and Section 415(c) of the IRC concerning up to "five years of post-retirement deposits."
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- b. Personal leave on the school day immediately preceding or following regularly scheduled school holidays shall require a reason. This request shall be submitted in writing at least four (4) school days in advance. In case of an emergency affecting one of these days, a belated request for personal leave will be considered. The Superintendent of Schools or his designee has the right to reject such personal leave day requests if it does not conform to the following standard:
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Proposed Language

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- c. The District contribution shall be made quarterly, equaling the employee's contribution until the maximum in the preceding chart is reached. The District shall contribute to a plan of the administrator's or supervisor's choosing. The administrator or supervisor has the right to change his/her contribution at the beginning of any month.

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Article II D – Administrators/Supervisors – Salaries 1a. Minimum Starting Salaries (pg. 11)				
Current Language				
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MS Principal/ Director of Special Programs	107,000	109,242	111,500	113,500
Elementary Principal	106,000	108,000	110,500	112,500