

Filed with EFR

STATE EMPLOYMENT
REGULATIONS BOARD

2012 OCT 12 P 2:07

10-CON-02-2368
2368-02

K# 28858

NEGOTIATED AGREEMENT

between the

**STRASBURG-FRANKLIN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**STRASBURG-FRANKLIN NON-TEACHING
PERSONNEL ASSOCIATION**

Effective
August 1, 2011 through July 31, 2014

The Strasburg-Franklin Local School District believes in equal employment opportunity.

28

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Memorandum of Understanding	1
I	Recognition	1
II	Negotiation Procedures	1-4
	A. Scope of Bargaining	1
	B. Submission of Issues	1
	C. Negotiating Teams.....	1-2
	D. Negotiations Meetings.....	2
	E. Exchange of Information	2
	F. Progress Reports.....	3
	G. Agreement	3
	H. Fact-Finding Board.....	3
	I. Consistency with the Law	4
	J. Date of Memorandum.....	4
III	Grievance Procedures	4-5
IV	Working Conditions.....	5-8
	A. School Calendar.....	5
	B. Calamity Days	5-6
	C. Service Fee – Bus Drivers	6
	D. Payment for CDL Expenses	6
	E. Extra Trips – Bus Drivers.	6
	F. New Bus – Bus Drivers	6-7
	G. Length of Contracts	7
	H. Job Vacancy.....	7
	I. Custodian Overtime.....	7-8
	J. Advisory Committee	8
	K. Bus Route Times	8
	L. Medical Hygiene Administration	8
V	Reduction in Force	8

<u>Article</u>		<u>Page</u>
VI	Leaves	9-11
	A. Sick Leave Regulations	9
	B. Personal Leave Regulations	9-10
	C. Professional Leave.....	10-11
	D. Unpaid Leave.....	11
VII	Benefits and Services	11-15
	A. Health and Life Insurance	11-14
	B. Holidays.....	14
	C. Negotiation Costs	14
	D. Student Tuition	14
	E. Severance Payment.....	14-15
	F. Payroll Deduction.....	15
	G. Vacation.....	15
VIII	Salary	15
	Memorandum of Understanding.....	15
	Salary Schedules.....	16-21
IX	Full Agreement Clause	22
X	Memorandum of Agreement.....	22

STRASBURG-FRANKLIN LOCAL SCHOOL EMPLOYEES ASSOCIATION

MEMORANDUM OF UNDERSTANDING

The Strasburg-Franklin Local Board of Education (hereinafter called the Board) recognizes the Strasburg-Franklin Local Non-Teaching Employees' Association (hereinafter called the Association) as the sole and exclusive spokesperson for all regularly employed non-teaching employees now employed or to be employed in the Strasburg-Franklin Local School System. Included are: cooks, bus drivers, custodians, aides and secretaries. Excluded are the Treasurer, the central office secretary and the assistant to the treasurer.

ARTICLE I – RECOGNITION

- A. The Board recognizes the Association as the spokesperson for the regularly employed non-teaching employees within the employee unit for a term beginning midnight August 1, 2008, and ending midnight July 31, 2011, so long as the majority of non-teaching employees belong to the Association.
- B. The Board and the Association recognize and agree that all regularly employed non-teaching employees have the right to join, participate in and assist the Association and the right to refrain from such. Membership or the payment of dues, fees or assessments shall not be a prerequisite for employment or continuation of employment of an employee.
- C. RIGHT OF THE INDIVIDUAL. Nothing contained herein shall abridge the right of any employee to express his/her views to the administration and/or Board at any scheduled meeting by the Board in accordance with Board policy, provided that during the term of recognition, negotiations shall be conducted only with the Association.

ARTICLE II – NEGOTIATION PROCEDURES

- A. SCOPE OF BARGAINING. The Association shall speak for all employees in the employee unit with respect to wages, fringe benefits and certain other working conditions as mutually agreed upon by the Association and Board.
- B. SUBMISSION OF ISSUES. Issues proposed for negotiations shall be submitted in writing by the Association to the Superintendent, or his designated representative, or by the Superintendent to the President of the Association or his/her designated representative on or before May 1, immediately preceding the expiration of the MEMORANDUM OF UNDERSTANDING. Both parties may submit no more than fifteen (15) proposals for negotiation. Each proposal is limited to one (1) item only.
- C. NEGOTIATING TEAMS. The Board and the Association shall be represented at all negotiations meetings by a team, not to exceed four (4). Neither party shall have control over the selection of the representatives of the other party.
 - 1. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be

clothed with all the necessary power and authority to make proposals, and to make concessions in the course of the negotiations. It is understood and agreed that, during the course of the negotiations, a team may expend all the authority previously granted to it by the Board or Association and may need to seek further authority or direction from its respective group. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit no more than two observers to each meeting, one of which may be a consultant; such observers shall be without the right to speak or to otherwise comment to either party.

2. The cost of such consultant shall be borne by the party requesting the consultant.

D. NEGOTIATIONS MEETINGS. Upon receipt of a written request for a meeting, either party will have seven (7) calendar days to reply to the request. Within ten (10) work days after receipt of the reply, the parties shall establish a mutually agreeable site, date, and time for such meeting.

1. Once the date, time and place of the meeting has been established, the following procedure will be followed:

a. The Association and the Board teams will present their written proposals and give an explanation.

b. Subsequent negotiations meetings shall be scheduled until tentative agreement is reached or impasse is declared.

2. Each meeting will be held in executive session.

3. Negotiations shall be conducted after regular daytime working hours whenever possible. No meetings shall be held on Sunday and only on Saturday in a crisis situation. If, however, a negotiations meeting is necessary during regular daytime working hours, such members shall be released from school duties to attend negotiations meetings. Such meetings shall be scheduled so as not to interfere with normal school operations whenever possible. Whenever it is necessary for a member of the negotiation committee to be released from school duties, the Board will pay the employee for time spent in negotiations.

4. Upon request of either party, the meeting shall be recessed to permit the requesting party to caucus.

E. EXCHANGE OF INFORMATION. Upon reasonable request, the Superintendent shall make available to the Association, and the Association shall make available to the Superintendent, all documented information pertinent to the issues under discussion, such as financial conditions of the District. The Board and the Association will incur no special expense in providing such information to the other party. Nothing contained herein shall require the parties to make available any confidential information or reports expressly compiled for the use of the negotiation teams.

F. PROGRESS REPORTS. No progress reports may be issued to the public during the negotiations.

1. The Associations' team retains the right to issue general reports to members on the progress of negotiations.
2. The Board's team retains the right to issue general reports to members of the Board of Education on the progress of negotiations.

G. AGREEMENT. When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Association for its consideration. After the approval by the Association, and if approved by the Board within thirty (30) days from the time the MEMORANDUM OF UNDERSTANDING is received from the Association, the MEMORANDUM OF UNDERSTANDING shall be signed by both parties and shall become a part of the official minutes of the Board. All negotiations must be completed within one hundred twenty (120) days from the first meeting as set forth in Article II, D., or by a date mutually agreed upon by that time.

1. Any agreement reached and accepted by the Association and the Board shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual terms of employment heretofore in effect.

H. FACT-FINDING BOARD. The Board and Association must negotiate for forty-five (45) days before impasse can be declared. If an impasse develops between the negotiations teams, either or both of the parties may request that the matter be submitted to a fact-finding board. This fact-finding board shall be established within ten (10) days of such request. The Board shall appoint one member of the fact-finding board, and the Association shall appoint a second member. A third member of this board shall be chairperson and shall be named by the first two appointed. If the two cannot agree on the third member, the third member will be appointed by the American Arbitration Association. Said fact-finding board shall have authority to conduct hearings and receive testimony from the parties as to the facts giving rise to the impasse. The fact-finding board shall make recommendations for settlement within fifteen (15) days unless mutually agreed upon otherwise by the Board and the Association. Such recommendations shall be submitted to both parties and shall be made public. The decision of the fact-finding board shall be advisory only and not binding upon the parties.

1. Fees and actual and necessary expenses which may be incurred in securing and utilizing the services of the third party on the fact-finding board shall be shared equally by the Board and the Association.
2. Within fifteen (15) days from the time the recommendations of the fact-finding board are submitted to the parties, the Association shall take action on the recommendation. At its next regular meeting after such time as the Board is notified of the action taken by the Association, the Board shall take action upon the recommendations so submitted.

- I. CONSISTENCY WITH THE LAW. If any provision of an agreement between the Board and the Association shall be found contrary to law, then such provision or application shall be deemed to be invalid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- J. DATE OF MEMORANDUM. This MEMORANDUM OF UNDERSTANDING, entered into at Strasburg, Ohio, this 11th day of June, 2008, between the Strasburg-Franklin Local Board of Education and the Strasburg-Franklin Local Non-Teaching Employees' Association.

ARTICLE III – GRIEVANCE PROCEDURE

GRIEVANCE POLICY. The Strasburg-Franklin Board of Education recognizes that, in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees, and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

GRIEVANCE DEFINED. A grievance is a disagreement involving the violation, interpretation or application of the written memorandum entered into between the Board of Education and the recognized employees' organization, setting forth the understanding of the parties upon those matters discussed and agreed to.

PARTY IN INTEREST. The lodging of any grievance shall be the exclusive right of the individual employee, and no employee organization shall have the right to lodge a grievance in its own behalf or to appeal any action taken on the grievance of an individual employee.

PROCEDURE

STEP ONE: Any employee having a grievance shall first discuss such grievance with his immediate supervisor.

STEP TWO: If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's immediate supervisor. If such grievance is not lodged within fifteen days following the act or condition which is the basis of said grievance, said grievance shall no longer exist. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the memorandum allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent. The employee shall have a right to request a hearing by the immediate supervisor. Such hearing shall be conducted within five working days after the receipt of such request. The aggrieved employee shall be advised in writing of the time, place, and date of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of his employee organization.

The immediate supervisor shall take action on the written grievance within five working days after receipt of said grievance, or, if a hearing is requested, within five working days after the

conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the Superintendent.

STEP THREE: If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within five working days from receipt of the written memorandum of the supervisor's action on said grievance shall be deemed a waiver of the right to appeal.

Upon request, a hearing shall be conducted by the Superintendent within five working days after the receipt of the request. The aggrieved employee shall have the right to be represented at such hearing by counsel or by a representative of his/her employee organization

The Superintendent shall take action on the appeal of the grievance within five working days after receipt of the appeal, or, if a hearing is requested, within five working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the immediate supervisor.

STEP FOUR: If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board of Education. Failure to file such appeal within five working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The Superintendent may place the matter on the agenda for the next regular meeting of the Board of Education. The aggrieved employee shall have the right to be represented at such meeting by counsel or by a representative of his/her employee organization if the Board of Education chooses to conduct a formal hearing rather than render a decision without a hearing.

The Board of Education shall act upon such appeal no later than its next regular meeting. The Board of Education's action shall be final and based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the employee. Copies of the final action shall be sent to the employee, Superintendent and the immediate supervisor.

Those revised procedures shall become effective immediately after being approved and signed by both parties.

ARTICLE IV – WORKING CONDITIONS

- A. **SCHOOL CALENDAR.** The Strasburg-Franklin Local School Employees' Association will have one (1) representative on the committee to recommend a school calendar to the Board of Education.
- B. **CALAMITY DAYS.** Each employee will be paid for time lost when school is closed because of a calamity. If the employee works, i.e., shovels snow, etc., he/she will be given compensatory time off – or in lieu of compensatory time off, the Superintendent may approve payment of hours worked – effective September 19, 1972.

Employees shall be required to makeup, without additional pay, days lost as a result of school closings or cancellation of classes to maintain a minimum student calendar according to the State minimum calendar. The days shall be made up as per the school calendar approved by the Board of Education.

C. SERVICE FEE. Bus Drivers. A service fee will be paid at the end of the year to each regular bus driver in the amount of \$250 for each official school year for the following services:

1. Documentation of a minimum of 20 washings. A spare bus may be included.
2. Regular cleaning of the interior of the bus.
3. Regular cleaning of the windows and windshields for vision and safety.
4. Regular inspection of lights, flashers and lighting.
5. Regular fill up with fuel and accurate recording of same on forms provided.
6. Schedule regular oil change and lubrications.
7. Inspect and schedule changing and rotation of tires when necessary.
8. Keep the Superintendent informed of any or all problems relative to transportation.
9. Each driver will clean his own section of the bus garage.

D. PAYMENT FOR CDL EXPENSES. The Board will pay for the CDL on completion of the passing test and completing the present school year of the driver contract. The final pay of the school year will include the CDL reimbursement. All CDL receipts should be given to the Treasurer for payment of CDL licenses.

E. EXTRA TRIPS – BUS DRIVERS. Regular bus drivers will be asked first for extra trips. All regular drivers will take their turn with the number of years service being the criteria. All extra trips will be straight time at a rate of \$9.00 per hour (or overtime if applicable) through the ending date of this contract.

On overnight trips, bus drivers will be compensated for bus time only. Bus time includes preparing the bus for use, student transportation and time spent waiting with the bus or the students. Down time not connected with student transportation will not be compensated.

F. NEW BUS – BUS DRIVERS. A new bus will be given to the employee who has the most years of service. The following rotation procedure will be used to determine the order of drivers assigned to a newly purchased bus:

*** NOTE!! ONLY ACTIVE ACCOUNTS HAVE BEEN SELECTED. TOTALS MAY EXCLUDE AMOUNTS THAT ARE RELATED TO INACTIVE ACCOUNTS. ***

1. Becky Amistadi
2. Dan Donato
3. Greg Seward

Example: 1, 2, and 3 are all working when a bus is purchased. In rotation, 1 would use the purchased bus. The next purchased bus would go to 2 and then in the order of 3 and 1.

When a bus driver no longer drives for the district and is replaced by a new driver, the new driver will be placed last in the rotation list. The driver with the most service will move up in rotation and having first choice at any available bus which is not assigned to an existing driver.

LENGTH OF CONTRACTS. The procedure used in issuing contracts to regular non-teaching personnel that are hired after August 1, 1996, will be as follows:

1. The length of the first contract shall be one (1) year.
2. The length of the second contract shall be one (1) year.
3. The length of the third contract shall be three (3) years.
4. The length of the fourth contract shall be five (5) years.
5. After the expiration of the five year contract, if the contract of the non-teaching employee is once again renewed, the employee shall be employed under a continuing contract.
6. Newly hired non-teaching employees who have accumulated previous experience in other school districts may have such experience taken into consideration when determining the length of the second contract.

JOB VACANCY. The Superintendent will notify the president and secretary of the employees' group that is recognized when a job vacancy exists. Employees will have three days to notify the Superintendent if they are interested in the vacancy.

CUSTODIAN OVERTIME. Any time a custodian has to work beyond his or her regularly scheduled time due to a school function or school groups, the pay will be time and one-half. Maintenance would not be included.

School groups and school functions are listed as follows:

1. Any money-making or service project for a class or a club and any athletic activity such as a faculty team playing an outside team to raise funds for the athletic fund.
2. Activities such as dances, plays, band concerts, talent show and art show will be straight time if the employees has worked fewer than 40 hours that week and time and one-half if the employee has worked 40 hours or more that week. Basketball and football games will be straight time before and during the game with time and

a half after the games for clean-up if the employee has worked 40 hours that week.

- J. ADVISORY COMMITTEE. An advisory committee and the Superintendent may meet two times a year, only if there is a request to discuss legitimate concerns. An agenda should be submitted to the Superintendent three days prior to the meeting.

Either the advisory group or the Superintendent may request a meeting.

- K. BUS ROUTE TIMES. Afternoon route times will be a total of one-half (1/2) hour less than morning routes, due to one-quarter (1/4) hour for pre-inspection and one-quarter (1/4) hour for sitting time between morning high school and elementary routes.

Should there be a need for adjustment to these times, the bus driver may submit, in writing, to the Superintendent, i.e. – an increase in the number of students riding the bus, an increase in the number of stops being made and/or an increase in the number of miles driven.

Administration reserves the right to adjust bus routes and times due to demographic changes within the district.

- L. MEDICAL HYGIENE ADMINISTRATION. No non-certified personnel shall be required to:

1. Administer any medication (prescribed or over-the-counter) by injection, by mouth, by absorption, by application or by any other means. In the event the nurse is not present/available, the secretaries will dispense required medication.
2. Take care of any hygiene needs including procedures for cleanliness, and any procedure involving the use of diapers, or special garments pertaining to bodily fluids, or any other device or product not normally worn or used by a person in good health and/or physical well being.
3. Assist, transport, carry, maneuver, lift, or in any way assist a student on or off any vehicle, on or off any apparatus including wheelchairs, into or out of any classroom, into or out of any restroom or other room for any purpose if it places the non-certified personnel or student at personal risk.
4. Assist a student in any way with intake of food or drink if it places the non-certified or student at personal risk.

ARTICLE V – REDUCTION IN FORCE

The Board of Education agrees that the Non-Teaching Personnel Association will be consulted if a reduction in force is needed.

ARTICLE VI – LEAVES

A. SICK LEAVE REGULATIONS.

1. Sick leave credit shall be computed on the basis of the employment year beginning August 1 and ending July 31.
2. All employees except substitutes shall be entitled to a maximum of 15 days sick leave computed at the rate of 1.25 credit for each completed month of service. A completed month of service shall consist of a calendar month.
3. Sick leave for all employees shall be accumulated in an amount not to exceed 208 days.
4. Sick leave shall be paid for absence due to the following:
 - a. Personal illness, pregnancy, injury or exposure to contagious diseases which could be communicated to others.
 - b. Quarantine.
 - c. Upon the approval of the Superintendent, leave shall be paid for serious illness or death in the employee's immediate family. The immediate family shall be interpreted to mean anyone living in the same household or – father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, children, grandchildren, grandmother, or grandfather.
5. Sick leave days for a death other than a spouse or child shall be limited to no more than five (5) working days after the funeral, unless extenuating circumstances warrant special consideration. Requests for more sick leave should be directed to the Superintendent as soon as possible.

PERSONAL LEAVE REGULATIONS.

1. One day restricted personal leave per year may be granted each employee. Two days unrestricted personal leave per year may be granted to each employee. Unrestricted personal leave days are limited to two employees in one day, so as not to create hardship in the operation of the district. The unrestricted personal leave days cannot be used in conjunction with a holiday or break period. Requests will be granted based on the date the employee signs the request form and immediately presents it to the Superintendent. In situations of more than two requests received on the same day, for the same day of leave, seniority will prevail. Restricted personal leave is not deducted from sick leave and may not be accumulated from year to year. Requests for personal leave must be in writing to the Superintendent at least three days before the day of absence – effective September 19, 1972.
2. Restricted personal leave is to be interpreted as a condition, situation or business which cannot be taken care of other than during regular working hours.

*** NOTE!! ONLY ACTIVE ACCOUNTS HAVE BEEN SELECTED, TOTALS MAY EXCLUDE AMOUNTS THAT ARE RELATED TO INACTIVE ACCOUNTS. ***

3. Restricted personal leave may be granted for the following reasons:
 - a. Sale or purchase of real property.
 - b. Graduation of self, and graduation, serious illness or death of children, husband, wife, father, mother, brother, sister, grandmother, grandfather, grandchildren, father-in-law, mother-in-law, and anyone living in the same household.
 - c. Marriage of son or daughter, member of immediate family or the employee himself/herself.
 - d. Settlement of an estate.
 - e. Adoption of a child.
 - f. For any appearance in court.
 - g. For the funeral of a close friend and/or relative not covered under the sick leave policies of the Board.
 - h. For an act of nature or an accident that disrupts utility services, plumbing, heating, or so damages the house that a condition is created that is hazardous or potentially hazardous to the welfare of the employee and/or his family and must be corrected without due delay.
 - i. For registration for college courses if Saturday registration is not provided.
 - j. As the recipient of an award for contributions to education, community, or church.
 - k. Personal educational affairs, i.e., certification/licensure and retirement.
 - l. Personal financial affairs.
 - m. Religious and fraternal conferences, or recognized religious holidays, provided the employee is an active member of the religious body celebrating said holidays.
 - n. Business concerning employee's son's or daughter's education.
 - o. Other reasons considered legitimate by the Superintendent.
4. Use discretion and ethics when requesting restricted personal leave.

C. PROFESSIONAL LEAVE. One (1) official chapter delegate or alternate to the state organization's annual meeting will be granted one day with pay and as many days as

*** NOTE: ONLY ACTIVE ACCOUNTS HAVE BEEN SELECTED, TOTALS MAY EXCLUDE AMOUNTS THAT ARE RELATED TO INACTIVE ACCOUNTS. ***

requested without pay. The Board will pay no expenses for delegate meetings – effective September 19, 1972.

D. UNPAID LEAVE. All unpaid leave of absence requests shall be presented to the Board of Education for approval. Employees requesting an unpaid day (or days) should do so seven (7) days before the Board meeting preceding the requested leave, so that the Board may have time to act on the request before the day of leave.

Unpaid days of leave will be limited to a maximum of three (3) per year.

Any requests for additional unpaid days of leave shall be submitted to the Superintendent in writing. Granting of additional days will be at the discretion of the Board of Education.

ARTICLE VII – BENEFITS AND SERVICES

INSURANCE

The Board shall pay ninety-five percent (95%) and bargaining unit members shall pay five percent (5%) of the health insurance, and the Board shall continue to pay one hundred percent (100%) of the dental and life insurance. The Strasburg-Franklin Local Board of Education will provide the listed benefits according to the following schedule.

	<u>Health Insurance</u>	<u>Dental Insurance</u>	<u>Life Insurance</u>
August 1, 2011	95%	100%	100%
August 1, 2012	93%	100%	100%
August 1, 2013	90%	100%	100%

An employee must be contracted to work at least 20 hours per week to be eligible for insurance benefits. However, any employee who was enrolled in the insurance programs on July 1, 2011, will continue to be covered by paying the percentage negotiated. Any employee hired after June 30, 1977 and enrolled in health coverage prior to July 1, 2011 will have hospital, surgical and major medical insurance pro-rated on a basis of a thirty-five hour week. For example, for an employee who works 20 hours per week, the Board would pay 57% of the premium; for an employee who works 25 hours per week, the Board would pay 71% for the premium.

Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, and life insurance through the COG, effective July 1, 2011.

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.

Preferred Provider – Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be adopted by the COG.

Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

DENTAL: The Board shall purchase dental insurance equal to or exceeding the specifications below. 100% of the cost shall be paid by the Board.

Plan description (summary only):

- 1) Maximum benefits/covered person:
Class I, II or III - \$2,500/person per year.
- 2) Deductible-Ind. \$25 per year
- 3) Deductible-Family \$75 per year

- 4) Co-insurance Amounts
- a) Class I – Prevention 100% of Usual & Customary (no deductible)
 - b) Class II – Basic 80% of Usual & Customary
 - c) Class III – Major 80% of Usual & Customary
 - d) Class IV – Orthodontia 60% of Usual & Customary
- Lifetime maximum Orthodontia \$1200/per individual

HEALTH: The Board shall purchase health insurance equal to or exceeding the specifications below.

Maximum Benefits	Unlimited
Deductible	\$100/individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision:	80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.
Out-Patient Psychiatric/Substance Abuse	80% UCR up to 15 visits (30 visits if in Network PPO) per person per year
In-Patient Psychiatric/Substance Abuse	31 days per person, per year

Preventative – Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Dependent Coverage – Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification – Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

Life:

Term life and accidental death and dismemberment coverage in the amount of \$25,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

Section 125: Tax sheltering of the individual's contribution for health costs may be implemented, under IRS Section 125 if feasible.

- B. HOLIDAYS. Holidays as listed on the attached wage schedule.
- C. NEGOTIATION COSTS. All costs of negotiations, other than cost of time, shall be shared equally.
- D. STUDENT TUITION. Any full-time employees of the Strasburg-Franklin School System who live outside the Strasburg-Franklin Schools may have their children attend the Strasburg-Franklin Schools tuition free. Employees must notify the Superintendent by August 1 of each school year. Students must attend the first day of school to meet the standards of the laws. Senate Bill 51 – enacted October 26, 1989.
- E. SEVERANCE PAYMENT. The Board establishes severance payment to employees upon retirement from active service with the district when they retire under the SERS program.
 - 1. The amount of payment shall never exceed one-fourth of the employee's accumulated and unused sick leave up to a maximum of 52 days.
 - 2. Severance payment shall be made in accordance with the following provisions:

- a. To be eligible to receive severance pay, an employee must have been in active service with the district for eight (8) years.
 - b. The request for payment shall be submitted to the Board for approval along with a declaration of retirement no later than one hundred eighty (180) calendar days prior to the effective date of retirement – unless emergency or health problems arise which may force retirement and/or late notification. However, the Board may, in its discretion, accept a retirement outside of the date set forth above.
 - c. Such payment shall be made no later than sixty (60) days after the effective date of retirement from active service with the district. Proof of retirement must be validated by SERS.
 - d. Upon the death of an active employee who is eligible for retirement through SERS rules and has served the Strasburg-Franklin School District for twenty (20) years, severance pay shall be paid to the estate of the employee.
- F. PAYROLL DEDUCTION. Payroll deductions for the Association's member's dues, and Board approved annuity payments – may be deducted from paychecks upon written requests received by the Treasurer prior to September 15. Deductions for the Credit Union may be received quarterly (September 15, December 15, March 15 and June 15).
- G. VACATION. After one year of continuous full service, all eleven or twelve month employees shall be entitled to two (2) weeks paid vacation at their regular rate of pay. After ten years continuous full-time service, each eleven or twelve month regular employee will be entitled to three (3) weeks paid vacation. After seventeen years continuous full-time service, each eleven or twelve month regular employee will be entitled to four (4) weeks paid vacation. Vacation shall be scheduled by the employee so as to minimize disruption of school district operations and at a time acceptable to the Superintendent.

Vacation days should be used during the year earned, but the employee is authorized to carry over from one contract year to the next an amount of vacation equal to five days. Five days must be taken as time off, and five days may be carried over to the next year's vacation. A maximum of five days may be redeemed for cash. The employee may accumulate a maximum of twenty days of vacation including the current year's earned vacation. No employee may take more than 20 vacation days in a contract year.

ARTICLE VIII – SALARY

Wage scale, special provisions and paid holidays as described on attached schedule.

- A. DIRECT DEPOSIT. By August 1, 2007, all non-teaching staff will make arrangements with their banks and the district Treasurer for the direct deposit to their account of payment of salary. Non-teaching staff hired after the ratification of this agreement will make arrangements for direct deposit to their account for payment of salary prior to the

start of their initial year of employment. Payment by direct deposit will be one-day early (Thursday) while those receiving paper checks will continue to receive their paycheck on Friday.

MEMORANDUM OF UNDERSTANDING

The Board of Education and the bus drivers will explore new ways to distribute the extra trips to ensure more equality.

STRASBURG-FRANKLIN LOCAL BOARD OF EDUCATION
NON-TEACHING EMPLOYEE'S SALARY SCHEDULE

Effective August 1, 2011 through July 31, 2014

STRASBURG-FRANKLIN LOCAL BOARD OF EDUCATION

NON-TEACHING EMPLOYEE'S SALARY SCHEDULE

Effective August 1, 2011 through July 31, 2014

FY 11-12

0.00% Raise

Years	Part Time Hourly Rate	Full Time Hourly Rate	
COOKS			
0	\$13.14	\$13.25	182 Days (Part time under 30 hours per week)
1	\$13.35	\$13.46	
2	\$13.53	\$13.74	Head Cook-15% extra. Regular rate for outside groups
3	\$13.74	\$13.85	
4	\$13.97	\$14.07	
5	\$14.07	\$14.18	HOLIDAYS- Labor Day, Thanksgiving, Christmas, New Year's Day, Martins Luther King, Jr. Day, President's Fay, Good Friday and Memorial Day
8	\$14.18	\$14.30	8(Holidays)
12	\$14.30	\$14.41	
16	\$14.41	\$14.52	
20	\$14.52	\$14.63	
25	\$14.62	\$14.73	Negotiated contract of 11-12
CUSTODIANS			
0	\$14.31	\$14.58	12 Months (Part time under 30 hours per week, 182 days)
1	\$14.53	\$14.81	
2	\$14.75	\$15.03	
3	\$14.98	\$15.25	HOLIDAYS- Labor Day, Thanksgiving, Christmas, New Year's Day, Martins Luther King, Jr. Day, President's Fay, Good Friday and Memorial Day
4	\$15.25	\$15.53	Independence Day 9(Holidays)
5	\$15.37	\$15.64	
8	\$15.47	\$15.75	
12	\$15.58	\$15.86	
16	\$15.69	\$15.97	
20	\$15.81	\$16.09	
25	\$15.91	\$16.19	Negotiated contract of 11-12
CUSTODIAN MAINTENANCE			
0		\$15.69	
1		\$15.92	12 (Months)

	2	\$16.14	
	3	\$16.36	
	4	\$16.64	HOLIDAYS- Labor Day, Thanksgiving, Christmas,
	5	\$16.75	New Year's Day, Martins Luther King, Jr. Day,
	8	\$16.86	President's Fay, Good Friday and Memorial Day
	12	\$16.97	Independence Day 9(
	16	\$17.08	Holidays)
	20	\$17.20	
	25	\$17.30	Negotiated contract of 11-12
BUS DRIVERS			
	0	\$15.19	
	1	\$15.30	180 Days
	2	\$15.86	
	3	\$15.97	
	4	\$16.20	
	5	\$16.30	
	8	\$16.41	HOLIDAYS- Labor Day, Thanksgiving, Christmas,
	12	\$16.53	New Year's Day, Martins Luther King, Jr. Day,
	16	\$16.64	President's Fay, Good Friday and Memorial Day
	20	\$16.75	8(Holidays)
	25	\$16.85	Negotiated contract of 11-12

**STRASBURG-FRANKLIN LOCAL BOARD OF EDUCATION
NON-TEACHING EMPLOYEE'S SALARY SCHEDULE
Effective August 1, 2011 through July 31, 2014**

Years	Part Time Hourly Rate	Full Time Hourly Rate	
Experience AIDE			
	0	\$13.25	180 Days
	1	\$13.35	
	2	\$13.46	
	3	\$13.69	
	4	\$13.79	HOLIDAYS- Labor Day, Thanksgiving, Christmas,
	5	\$13.91	New Year's Day, Martins Luther King, Jr. Day,
	8	\$14.02	President's Fay, Good Friday and Memorial Day
	12	\$14.13	8(Holidays)
	16	\$14.25	
	20	\$14.35	
	25	\$14.45	Negotiated contract of 11-12

HIGH SCHOOL SECRETARY, ELEMENTARY SECRETARY AND CAFETERIA CASHIER

	0	\$13.56	High School Secretary - 11 months;
	1	\$13.77	will work as scheduled by H.S. Principal
	2	\$14.00	
	3	\$14.21	Elementary Secretary - 11 months;
	4	\$14.39	will work as scheduled by supervising principal
	5	\$14.49	
	8	\$14.61	HOLIDAYS- Labor Day, Thanksgiving, Christmas,
	12	\$14.72	New Year's Day, Martins Luther King, Jr. Day,
	16	\$14.83	President's Fay, Good Friday and Memorial Day

20	\$14.94	Independence Day 9(Holidays)
25	\$15.04	Negotiated contract of 11-12

New non-certified employees will be placed on the salary schedule according to their experience at a maximum of 2 years, secretaries, cafeteria workers, bus drivers and custodians are included.

Night custodian rate begins at 5:00 p.m. and will receive \$0.35 per hour additional to their regular rates

Cooks will receive \$0.35 per hour in addition to their regular rate for hours worked after 5:00 p.m.

The Board agrees to pay an employee's hourly rate for one in-service meeting per year. Payment would be made for hours spent in meeting time only. Lunch and travel time are excluded

Any employee working through their lunch period will be compensated for that time at the normal rate of pay. This is limited to secretaries, custodians and 7 hour per day aides.

High School Secretary and Elementary Secretary will be considered 8 hour employees.

New non-certified employees will be placed on the salary schedule according to their experience at a maximum of 2 years, secretaries, cafeteria workers, bus drivers and custodians are included.

Night custodian rate begins at 5:00 p.m. and will receive \$0.35 per hour additional to their regular rates.

Cooks will receive \$0.35 per hour in addition to their regular rate for hours worked after 5:00 p.m.

The Board agrees to pay an employee's hourly rate for one **in-service meeting** per year. Payment would be made for hours spent in meeting time only. Lunch and travel time are excluded.

Any employee working through their **lunch period** will be compensated for that time at the normal rate of pay. This is limited to secretaries, custodians, and 7-hour per day aides.

High School Secretary and Elementary Secretary will be considered **8 hour employees**.

STRASBURG-FRANKLIN LOCAL BOARD OF EDUCATION
NON-TEACHING EMPLOYEE'S SALARY SCHEDULE

Effective August 1, 2011 through July 31, 2014

STRASBURG-FRANKLIN LOCAL BOARD OF EDUCATION
NON-TEACHING EMPLOYEE'S SALARY SCHEDULE
Effective August 1, 2011 through July 31, 2014

FY 12-13

0.00% Raise

Years Experience	Part Time Hourly Rate	Full Time Hourly Rate	
COOKS			
0	\$13.14	\$13.25	182 Days (Part time under 30 hours per week)
1	\$13.35	\$13.46	
2	\$13.53	\$13.74	Head Cook-15% extra. Regular rate for outside groups
3	\$13.74	\$13.85	
4	\$13.97	\$14.07	
5	\$14.07	\$14.18	HOLIDAYS- Labor Day, Thanksgiving, Christmas, New Year's Day, Martins Luther King, Jr. Day, President's Fay, Good Friday and Memorial Day
8	\$14.18	\$14.30	8(Holidays)
12	\$14.30	\$14.41	
16	\$14.41	\$14.52	
20	\$14.52	\$14.63	
25	\$14.62	\$14.73	Negotiated contract of 11-12
CUSTODIANS			
0	\$14.31	\$14.58	12 Months (Part time under 30 hours per week, 182 days)
1	\$14.53	\$14.81	
2	\$14.75	\$15.03	
3	\$14.98	\$15.25	HOLIDAYS- Labor Day, Thanksgiving, Christmas, New Year's Day, Martins Luther King, Jr. Day, President's Fay, Good Friday and Memorial Day
4	\$15.25	\$15.53	Independence Day 9(Holidays)
5	\$15.37	\$15.64	
8	\$15.47	\$15.75	
12	\$15.58	\$15.86	
16	\$15.69	\$15.97	
20	\$15.81	\$16.09	
25	\$15.91	\$16.19	Negotiated contract of 11-12
CUSTODIAN MAINTENANCE			
0		\$15.69	
1		\$15.92	12 (Months)
2		\$16.14	
3		\$16.36	
4		\$16.64	HOLIDAYS- Labor Day, Thanksgiving, Christmas, New Year's Day, Martins Luther King, Jr. Day, President's Fay, Good Friday and Memorial Day
5		\$16.75	Independence Day 9(Holidays)
8		\$16.86	
12		\$16.97	
16		\$17.08	
20		\$17.20	
25		\$17.30	Negotiated contract of 11-12
BUS DRIVERS			
0		\$15.19	
1		\$15.30	180 Days
2		\$15.86	

3	\$15.97	
4	\$16.20	
5	\$16.30	
8	\$16.41	HOLIDAYS- Labor Day, Thanksgiving, Christmas,
12	\$16.53	New Year's Day, Martins Luther King, Jr. Day,
16	\$16.64	President's Fay, Good Friday and Memorial Day
20	\$16.75	8(Holidays)
25	\$16.85	Negotiated contract of 11-12

**STRASBURG-FRANKLIN LOCAL BOARD OF EDUCATION
NON-TEACHING EMPLOYEE'S SALARY SCHEDULE
Effective August 1, 2011 through July 31, 2014**

Years Experience	Part Time Hourly Rate	Full Time Hourly Rate	
AIDE			
0		\$13.25	180 Days
1		\$13.35	
2		\$13.46	
3		\$13.69	
4		\$13.79	HOLIDAYS- Labor Day, Thanksgiving, Christmas,
5		\$13.91	New Year's Day, Martins Luther King, Jr. Day,
8		\$14.02	President's Fay, Good Friday and Memorial Day
12		\$14.13	8(Holidays)
16		\$14.25	
20		\$14.35	
25		\$14.45	Negotiated contract of 11-12

HIGH SCHOOL SECRETARY, ELEMENTARY SECRETARY AND CAFETERIA CASHIER

0	\$13.56	High School Secretary - 11 months;
1	\$13.77	will work as scheduled by H.S. Principal
2	\$14.00	
3	\$14.21	Elementary Secretary - 11 months;
4	\$14.39	will work as scheduled by supervising principal
5	\$14.49	
8	\$14.61	HOLIDAYS- Labor Day, Thanksgiving, Christmas,
12	\$14.72	New Year's Day, Martins Luther King, Jr. Day,
16	\$14.83	President's Fay, Good Friday and Memorial Day
20	\$14.94	Independence Day 9(Holidays)
25	\$15.04	Negotiated contract of 11-12

New non-certified employees will be placed on the salary schedule according to their experience at a maximum of 2 years, secretaries, cafeteria workers, bus drivers and custodians are included.

Night custodian rate begins at 5:00 p.m. and will receive \$0.35 per hour additional to their regular rates

Cooks will receive \$0.35 per hour in addition to their regular rate for hours worked after 5:00 p.m.

The Board agrees to pay an employee's hourly rate for one in-service meeting per year. Payment would be made for hours spent in meeting time only. Lunch and travel time are excluded

Any employee working through their lunch period will be compensated for that time at the normal rate of pay. This is limited to secretaries, custodians and 7 hour per day aides.

High School Secretary and Elementary Secretary will be considered 8 hour employees.

STRASBURG-FRANKLIN LOCAL BOARD OF EDUCATION
NON-TEACHING EMPLOYEE'S SALARY SCHEDULE

Effective August 1, 2011 through July 31, 2014

STRASBURG-FRANKLIN LOCAL BOARD OF EDUCATION
 NON-TEACHING EMPLOYEE'S SALARY SCHEDULE
 Effective August 1, 2011 through July 31, 2014

FY 13-14

1.00% Raise

Years Experience	Part Time Hourly Rate	Full Time Hourly Rate	
COOKS			
0	\$13.27	\$13.38	182 Days (Part time under 30 hours per week)
1	\$13.49	\$13.60	
2	\$13.66	\$13.88	Head Cook-15% extra. Regular rate for outside groups
3	\$13.88	\$13.99	
4	\$14.11	\$14.22	
5	\$14.22	\$14.32	HOLIDAYS- Labor Day, Thanksgiving, Christmas, New Year's Day, Martins Luther King, Jr. Day, President's Fay, Good Friday and Memorial Day
8	\$14.32	\$14.44	8(Holidays)
12	\$14.44	\$14.55	
16	\$14.55	\$14.66	
20	\$14.66	\$14.78	
25	\$14.76	\$14.88	Negotiated contract of 11-12
CUSTODIANS			
0	\$14.45	\$14.73	12 Months (Part time under 30 hours per week, 182 days)
1	\$14.67	\$14.96	
2	\$14.90	\$15.18	
3	\$15.13	\$15.40	HOLIDAYS- Labor Day, Thanksgiving, Christmas, New Year's Day, Martins Luther King, Jr. Day, President's Fay, Good Friday and Memorial Day
4	\$15.40	\$15.68	Independence Day 9(Holidays)
5	\$15.52	\$15.79	
8	\$15.63	\$15.91	
12	\$15.74	\$16.02	
16	\$15.85	\$16.13	
20	\$15.97	\$16.25	
25	\$16.07	\$16.35	Negotiated contract of 11-12
CUSTODIAN MAINTENANCE			
0		\$15.85	
1		\$16.08	12 (Months)
2		\$16.30	
3		\$16.52	
4		\$16.80	HOLIDAYS- Labor Day, Thanksgiving, Christmas, New Year's Day, Martins Luther King, Jr. Day, President's Fay, Good Friday and Memorial Day
5		\$16.91	
8		\$17.03	

	12	\$17.14	Independence Day 9(Holidays)
	16	\$17.25	
	20	\$17.37	
	25	\$17.47	Negotiated contract of 11-12
BUS DRIVERS			
	0	\$15.35	
	1	\$15.46	180 Days
	2	\$16.02	
	3	\$16.13	
	4	\$16.36	
	5	\$16.47	
	8	\$16.58	HOLIDAYS- Labor Day, Thanksgiving, Christmas,
	12	\$16.70	New Year's Day, Martins Luther King, Jr. Day,
	16	\$16.80	President's Fay, Good Friday and Memorial Day
	20	\$16.91	8(Holidays)
	25	\$17.01	Negotiated contract of 11-12

**STRASBURG-FRANKLIN LOCAL BOARD OF EDUCATION
NON-TEACHING EMPLOYEE'S SALARY SCHEDULE
Effective August 1, 2011 through July 31, 2014**

Years Experience	Part Time Hourly Rate	Full Time Hourly Rate	
AIDE			
	0	\$13.38	180 Days
	1	\$13.49	
	2	\$13.60	
	3	\$13.82	
	4	\$13.93	HOLIDAYS- Labor Day, Thanksgiving, Christmas,
	5	\$14.05	New Year's Day, Martins Luther King, Jr. Day,
	8	\$14.16	President's Fay, Good Friday and Memorial Day
	12	\$14.27	8(Holidays)
	16	\$14.39	
	20	\$14.50	
	25	\$14.60	Negotiated contract of 11-12

HIGH SCHOOL SECRETARY, ELEMENTARY SECRETARY AND CAFETERIA CASHIER

	0	\$13.69	High School Secretary - 11 months;
	1	\$13.91	will work as scheduled by H.S. Principal
	2	\$14.14	
	3	\$14.36	Elementary Secretary - 11 months;
	4	\$14.53	will work as scheduled by supervising principal
	5	\$14.64	
	8	\$14.76	HOLIDAYS- Labor Day, Thanksgiving, Christmas,
	12	\$14.87	New Year's Day, Martins Luther King, Jr. Day,
	16	\$14.98	President's Fay, Good Friday and Memorial Day
	20	\$15.09	Independence Day 9(Holidays)
	25	\$15.19	Negotiated contract of 11-12

New non-certified employees will be placed on the salary schedule according to their experience at a maximum of 2 years, secretaries, cafeteria workers,

bus drivers and custodians are included.

Night custodian rate begins at 5:00 p.m. and will receive \$0.35 per hour additional
to their regular rates

Cooks will receive \$0.35 per hour in addition to their regular rate for hours worked after 5:00 p.m.

The Board agrees to pay an employee's hourly rate for one in-service meeting per year.
Payment would be made for hours spent in meeting time only. Lunch and travel time are excluded

Any employee working through their lunch period will be compensated for that time at
the normal rate of pay. This is limited to secretaries, custodians and 7 hour per day aides.

High School Secretary and Elementary Secretary will be considered 8 hour employees.

ARTICLE IX – FULL AGREEMENT CLAUSE

This contract contains the full and complete agreement between the Board and Association on all Negotiable issues and neither party shall be required during the term thereof to negotiate upon any issue whether it is covered or not covered in this contract unless otherwise mutually agreed. Also, this contract Supersedes and cancels all previous agreements, verbal or written or based on alleged past practices.

ARTICLE X – MEMORANDUM OF AGREEMENT

June 30, 2011

This Memorandum is agreed to by the Strasburg-Franklin Local Board of Education and the Strasburg-Franklin Local School Employees' Association beginning August 1, 2011 and ending midnight July 31, 2014.

Strasburg-Franklin Local
Non-Teaching Personnel
Association

Strasburg-Franklin Local
Board of Education

Jim Senafo 6/22/11
President Date

Edward R Yockey 6/8/11
President Date

Rebecca S. Amistade 6-23-11
Secretary Date

Christa L Sweet 6-8-11
Treasurer Date

Gene Freundt 6-8-11
Superintendent Date