#### BOARD OF EDUCATION MEETING MINUTES July 9, 2018

The Board met in special session at 7:17 am in the Administrative Office Conference Room. President Aldrich called the meeting to order. Present were Mr. Cooper, Mrs. Robertson, Dr. Siebenaler Wilson, Treasurer Mr. Barnhart, Assistant Superintendent Mr. Roth, and Superintendent Mr. Kurt.

#### 2018-007-001 CONSENT ITEMS (A-E)

It was motioned by Mrs. Robertson, seconded by Mr. Cooper to approve consent items A-E.

CERTIFICATED PERSONNEL

A. Resignation

Taylor Polder (Kindergarten, Whittier) Reason: Other Employment (2 years) Effective: August 8, 2018

B. Appointments

Scott Miller (Intervention Specialist, High School)Salary:BA+30, Step 2 @ \$42,408Effective:August 14, 2018

Lauren Moser (Science, Glenwood) Salary: MA, Step 5 @ \$50,628 Effective: August 14, 2018

CLASSIFIED PERSONNEL

C. Resignation

Lisa Collert (Special Ed Aide, Washington) (9 years) Reason: Personal Effective: June 25, 2018

D. Administrative and Administrative Special Areas Compensation Plans

The treasurer recommends the Administrative and Administrative Special Areas Compensation Plans be accepted as shown in **EXHIBIT A** and **EXHIBIT B**.

#### E. Non-Union Salary Schedules

The treasurer recommends approval of the Salary Schedules for Clerical, Cafeteria, and Substitutes for OAPSE positions, Bus Mechanic, Technical Aide, School Nurse, Security Officers and FABSS positions as shown in **EXHIBIT C.** 

Roll call: Mrs. Robertson, aye; Mr. Cooper, aye; Dr. Siebenaler Wilson, aye. Vice President Siebenaler Wilson declared the motion carried.

#### ACTION ITEMS

#### 2018-007-002 Approval of the OAPSE 175 Agreement

It was motioned by Mr. Cooper, seconded by Mrs. Robertson to approve the OAPSE 175 Contract as presented in EXHIBIT D.

Roll call: Mr. Cooper, aye; Mrs. Robertson, aye; Dr. Siebenaler Wilson, aye. Vice President Siebenaler Wilson declared the motion carried.

#### 2018-007-003 ADJOURNMENT

It was motioned by Mr. Cooper, seconded by Mrs. Robertson to adjourn the meeting at 8:13 am.

Roll call: Mr. Cooper, aye; Mrs. Robertson, aye; Dr. Siebenaler Wilson, aye. Vice President Siebenaler Wilson declared the motion carried.

Treasurer

President

To be read and approved on July 16, 2018 at 6:00 PM in the Glenwood Middle School Community Room

FINDLAY CITY SCHOOL DISTRICT Findlay, Ohio

## ADMINISTRATIVE COMPENSATION PLAN PHILOSOPHY & GOALS

School systems, like industrial, business, military or government organizations are becoming increasingly complex in terms of their day-to-day operations. Schools now involve more diverse pupils, programs, personnel, funds, facilities and problems than at any other time. With the new Ohio Teacher Evaluation System, principals are more responsible and more accountable for student and teacher performance. In turn their supervisors become more responsible and accountable for their performance. Moreover, it is anticipated that the complexities of running a building and a large school system will increase in the years ahead.

As the difficulty of maintaining an effective school system has increased, so has the need to attract and retain a high level of administrative competency. The importance of good leadership within organizations has now been well documented in behavioral science research and exists as one of the most important single variables in terms of organization productivity. Consequently, every community has a vital interest in the quality of its school administrative staff, as well as, a compensation system conducive to this end.

Many organizations are becoming cognizant of the fact that an important means to developing a good administrative team is through a more systematic approach to compensation planning. Inequities caused by crude or nonexistent compensation plans, by imbalances between administrative and non-administrative salaries, and insensitivity to the unique responsibilities between different administrative roles have created serious problems in motivating and retaining competent leaders.

In an effort to combat these problems, we believe that a systematic plan for the compensation of Findlay City School District administration is needed. Such a plan has been developed in keeping with the following goals:

- A. Attracting and retaining competent career personnel.
- B. Motivating personnel to optimum performance.
- C. Creating incentives for continued professional growth.
- D. Relating compensation levels to the importance and difficulty of positions.
- E. Making the plan internally consistent and externally competitive with other comparable schools.
- F. Providing for differences in years of service and training.
- G. Promoting cohesiveness and pride as a member of an administrative team.
- H. Satisfying the psychological and economic needs of individuals.
- I. Providing for the easy accommodation of future positions without significant changes in the salary schedule.

#### ADMINISTRATOR BENEFITS PROVISIONS

The following benefit provisions apply to all those persons employed by the Board of Education in a central office or building level administrative position under the proper administrative certification and officially classified as an administrator.

#### I. LEAVE PROVISIONS

#### A. Sick Leave

#### **Accumulation**

An administrator shall earn and accumulate sick leave credit in accordance with Section 3319.141 of the Ohio Revised Code. Those administrators employed after August 1, 1987 may accumulate a maximum number of sick leave days equal to one (1) contract year. However, at the end of each school year any sick leave days earned in that year in excess of the administrator's accumulated days but not used will be banked to the administrator's credit for purposes of the severance stipend described in Section II- Retirement Benefits, Section B. If the administrator becomes eligible for and takes payment under Section II - Retirement Benefits, Section B, the total accumulated days banked to the administrator's credit, if any, will be added to the administrator's accumulated sick leave total before calculating the severance stipend due the administrator.

#### Advance of Sick Leave Days

A newly hired administrator and any administrator who has exhausted his/her sick leave shall be credited with not less than five (5) days of sick leave provided for in Section 3319.08 of the Ohio Revised Code. These five (5) days, or any portion thereof, may be used in case said administrator is unable to work because of any of the prescribed reasons for the use of sick leave, after the beginning of his/her employment but before he/she has accumulated that amount of sick leave.

#### B. Personal Leave

Each administrator shall be granted three (3) non-cumulative days of personal leave per year. The days may be requested for personal reasons upon the administrator's filing a request with the Superintendent at least one week in advance of the anticipated absence except in cases of extreme emergency.

An administrator may elect to be paid for available personal leave days not used during a particular school year at the rate of \$50 per unused day (which amount shall be prorated in the case of a part-time employee). To be eligible for such payment, the administrator must give the District Treasurer written notice of such election by not later than June 1 of the school year in question. Payment will be made by not later than the last regularly scheduled payday in July following the school year. An administrator who elects to be paid under this provision must take payment for all personal days not used during the school year.

If an administrator does not elect to take payment for unused personal leave days under the above subsection, the administrator's unused days, if any, will be banked to the administrator's credit for purposes of the severance stipend. If the administrator becomes eligible for and takes payment under the Retirement Plan the administrator will receive, in addition to any other payment that is due under that subsection, pay for all accumulated banked personal leave days based on the following formula: Total number of banked days x the administrator's daily rate of pay at the time of final service x 25%. This daily rate will be calculated on a 184 day school year for those hired before 1/1/16 under this plan. Those hired on or after 1/1/16 under this plan will base the daily rate on their school year's contract length. Payment under this provision will be made at the same time as payment is made under the retirement plan.

#### C. Assault Leave

1. An administrator who is absent from work due to a physical disability resulting from an assault which occurred in the course of Board employment while performing assigned regular duties pursuant to a contract shall be eligible to receive assault leave for the period of disability, not to exceed the remainder of the school year or one hundred twenty (120) work days, which-ever is greater. The Board may require a medical examination, at Board expense, of an administrator claiming more than fifteen (15) days of assault leave.

2. An administrator desiring said assault leave shall file a notice with the Superintendent, which indicates the nature of the injury, the date of its occurrence, the name of the individual(s), if known, causing the assault, the facts surrounding the assault, and a statement that the administrator has filed juvenile or criminal charges against the person(s) making the assault or has attempted to file such charges.

3. If medical attention is required, the administrator shall supply a certificate from a licensed physician.

4. Leave granted under this section shall not be charged against sick leave earned or earn able under Section 3319.141 of the Ohio Revised Code or leave granted under any other administrator benefit provision.

#### D. Compensatory Leave

1. Due to the unique demands of administrative personnel which often require duty during other than regular school hours or on designated holidays, each person covered under these provisions may be granted compensatory leave.

2. Use of compensatory leave must be approved in advance by the Superintendent of Schools.

#### E. Paid Holidays

Paid holidays are the same as those provided full time classified personnel and are as follows:

Labor Day	Day before/after New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
Day before/after Christmas	Independence Day *
New Year's Day	(*12 month employees only)

#### F. Vacation

All Administrators hired with start dates after August 1, 2011 on a 260-day work year contract shall initially receive a minimum of 15, but no more than 20 vacation days their first year as determined by the Superintendent at the time of hire. Each of the following years of their 260-day contract will accrue at a rate of one (1) additional vacation day more than the previous year's vacations days (e.g. 15 days in year 1, 16 days in year 2, 17 days in year 3, etc.), not to exceed 25 days per year.

All Administrators hired with start dates on or before August 1, 2011 on a 260-day work year contract shall receive twenty-five (25) workdays of vacation, exclusive of holidays granted to all regular non-teaching employees of the District. All earned but unused vacation during the contract year may be accumulated to a total accumulated maximum of 75 days. No more than 25 (twenty-five) vacation days may be taken during any contract year, unless approved by the Superintendent.

Every fiscal year, administrators may elect to sell back to the Board up to ten (10) days of unused vacation time at the per diem rate applicable to him/her then in effect.

Administrators will have their first year's vacation posted immediately upon employment. In the first month of their second year, vacation will begin accruing monthly at the rate of 1/12 of their annual vacation allotment.

Upon separation from employment, an Administrator leaving prior to the end of his/her contract year will have the balance of their unused vacation days paid at his/her current rate of pay for all accrued and unused vacation days. In the case of an Administrator's death, such payment will be made in accordance with Section 2113.04 of the Ohio Revised Code or to the employee's estate.

#### **II. RETIREMENT BENEFITS**

#### A. Board Pick up of Retirement Contributions

The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System and School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employees income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Teachers Retirement System and School Employee Retirement System contribution which has been designated as picked up by the Board, and that the amount designated as picked up by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the Board's total contribution to the State Teachers Retirement System and School Employees Retirement System and School Employees Retirement System of Ohio increased thereby. The Board shall pick up and pay 100% of the administrator's retirement contribution. The amount picked up by the Board shall be added to the administrator's annual compensation for STRS/SERS purposes only.

If Ohio law prohibits the Board from picking up STRS/SERS contributions as a fringe benefit, then the Board will contribute an amount equal to the STRS/SERS employee share contributions to the Ohio Public Employee Deferred Compensation Program for the benefit of the employee.

#### B. Severance Pay

1) An administrator with five (5) or less years of administrative service with the Findlay City School District, upon resignation from the Findlay City School District and retirement from active service, shall be entitled to a severance pay benefit.

The Board of Education will grant severance pay to each administrator at the time of verification of retirement, on the basis of 30% of accumulated sick leave to a maximum of fifty (50) days at the daily rate of pay being received at the time of final service. This daily rate will be calculated on a 184-day school year for those hired before 1/1/16 under this plan. Those hired on or after 1/1/16 under this plan will base the daily rate on their school year's contract length. An additional five (5) days of severance pay, based upon 30% of additional accumulated sick leave, shall be granted if the written notice of retirement is received by the superintendent before or on April 1 of the year of retirement. The Administrator must have been an employee of the Findlay Board of Education at the time of retirement.

Verification of retirement means that the employee is first eligible for retirement payments from the State Teachers Retirement System (STRS) and/or School Employees Retirement System (SERS) when employment

ceases. Also, retirement payments must be received from the STRS or SERS within one year of the effective date of the employee's notice of his/her retirement from employment with the Findlay City Schools<del>.</del>

2) Any administrator with more than 5 years of administrative experience with the Findlay City School District, who becomes first eligible for retirement with STRS or SERS will receive a severance payment of 25% of his/her accumulated sick leave at the daily rate of pay being received at the time of final service. This daily rate will be calculated on a 184-day school year for those hired before 1/1/16 under this plan. Those hired on or after 1/1/16 under this plan will base the daily rate on their school year's contract length. Administrators with more than 5 years of administrative experience may instead elect to receive their severance pay based on the calculation and limitations as outlined in Section II, B, 1 above, if they so choose.

Resignations for retirement purposes must be received by the Superintendent before or on April 1 of the school year in which the employee wishes to retire. The employee must agree to retire at the end of the contract year in which the employee becomes eligible. Failure to meet the April 1 deadline or complete the contract year will disqualify the employee from Section II, B, 2 and his/her severance will be calculated based on Section II, B, 1.

3. Payment of severance will be made according to the tax deferred Voya Financial Accumulated Leave Plan. For those who are not eligible for the Accumulated Leave Plan, payment will be made per IRS guidelines within 2 ½ months of separation or December 31<sup>st</sup>, whichever is later. If none of the severance is being tax deferred, the employee may inform the District Treasurer in writing that a one-time lump sum payment is preferred, in which case a single payment for the entire amount due will be made after January 1 of the year next following retirement, but in no case will the payment be later than March 31.

- 4. Administrators applying for and/or receiving disability retirement are not eligible to participate in this plan.
- 5. No person shall be eligible to draw severance pay more than once from the Findlay City Schools.

#### III. INSURANCE

#### A. Hospitalization/Major Medical

The administrator will, by payroll deduction, contribute the following monthly amount toward the cost of medical insurance at the rate of 25% for the original plan, 18% for option B and 0% for HSA effective 1/1/2017. Effective 1/1/2017 and the other will be a plan with benefits similar to the current option B.

HSA contributions: HSA family plan enrollees will have \$250 placed into their HSA account each quarter per HSA guidelines. HSA single plan enrollee amounts will be half of the family amounts.

Any employee who is a policy holder to one of Findlay's health plan coverages will have a \$500 payment made to them each year in which they attend one informational meeting on the use of their health insurance as scheduled by the health insurance committee.

These additional insurances are provided:

- B. Life Insurance (2 units)
- C. Vision and Dental Insurance at no cost if enrolled in Hospitalization/Major Medical. Administrators may elect Vision and Dental coverage without other medical coverage if they pay 14% of the premium. The employee share

of 14% will increase by two percentage points every calendar year until it matches the employee share on the original medical plan (i.e. 14% in 2015, 16% in 2016, 18% in 2017, 20% in 2018, etc.)

The benefits provided to administrators by Section 125 of the Internal Revenue Code shall be made available to all administrators. All benefits available under Section 125 will be provided so that an administrator's contribution toward the cost of insurance fringe benefits will be made with pre-tax dollars and an employee may elect to redirect a portion of his/her salary into dependent care and unreimbursed medical expenses using pre-tax dollars. Neither the Board nor an administrator shall incur any fee for the set-up, enrollment, and administrative services provided in connection with the plan.

#### IV. REIMBURSEMENT FOR GRADUATE WORK

Approved graduate work will be reimbursed at a rate of 70% of tuition costs of twelve (12) quarter hours or eight (8) semester hours to a maximum of \$1,200.00, in any school year. To become eligible for the reimbursement, proof of successful completion of the course(s) must be filed in the office of the Assistant Superintendent.

These hours must receive advanced approval from the Assistant Superintendent for reimbursement.

#### V. PROFESSIONAL DUES

Effective July 1, 2006, full-time administrators will have an amount included in their salary to help pay for their professional dues to organizations whose functions relate to educational services. This eliminates the past practice of reimbursement to administrators of professional dues. Because of this allowance administrators are expected to pay for their own professional dues and are not to seek reimbursement nor are they to pay for them with district funds unless authorized by the Superintendent. The professional dues component included in each administrator's salary will be based on the following formula: \$500 / 184 days x contracted days.

#### VI. SALARIES

Salaries for certificated administrators will be determined according to the Administrative Compensation Plan. Any administrator who receives an overall performance evaluation rating of "Needs Improvement" or "Unsatisfactory" may be excluded from an increase on the base, but not excluded from an increase due to years of service. If the administrator's performance evaluations subsequently improve sufficiently to warrant a base increase, the amount of increase will be established by the Board in the exercise of its managerial discretion and may deviate from the percentage increase in base salary that appears in this policy and that would otherwise apply. The base salary for administrators for FY19 (2018/2019 school year is \$55,855. FY17 (2016/2017 school year) is \$54,351. The base salary for FY18 (2017/2018 school year) is \$55,302.

#### ADMINISTRATIVE COMPENSATION PLAN

#### **General Formula**

In keeping with the compensation plan's philosophy and goals, a formula for determining each administrator's annual compensation has been developed which incorporates the variables of position responsibility, education, experience, and days due in arriving at a total decimal factor which is then multiplied by the established base salary for a given contract year. The dollar amount of the administrative base is an arbitrary figure which can be adjusted on an

annual basis in order to provide cost of living increases or to maintain a competitive status with current trends. In simplified terms, the formula would be as follows:

Position Salary = (responsibility factor + education factor + years of service factor + contract length factor) x Base Salary + professional dues component per Section V + cell phone allowance per Section VII

#### **Explanation of Factors and Range of Factor Values:**

#### i. <u>Responsibility</u>

The range of position factors have been established in order to recognize unique differences in administrative roles with regard to such criteria as position hierarchy within the district organization chart, span of control, contact with public, unique services performed, student population, amount of fiscal authority and accountability, degree of conflict or tension encountered, frequency of demands beyond regular school hours and special skills or competencies required. While these are relative criteria that can be weighted in a variety of ways, it is important to note that they were systematically incorporated into the formula.

Assistant Superintendent	1.525
Director of Student Services	1.425
Director of Career Tec. ED	1.425
Curriculum Director/Technology Director	1.275
Director of Online Learning & Homeless Liaison	1.275
Supervisor/Coordinator	1.175
High School Principal	1.425
Associate High School Principal	1.300
Director of Operations	1.300
Assistant High School Principal/Asst. CTC Dir	1.275
Middle School Principal/Athletic Director	1.275
Assistant Middle School Principal	1.200
Elementary Principal (enrollment 425+)	1.275
Elementary Principal (enrollment under 425)	1.225
Dean of Students	1.000

#### ii. <u>Training & Education</u>

A widely accepted formula for productivity includes the factors of motivation (desire to achieve) x training (ability to achieve). In recognizing the changing complexity of administrative roles, the following factor range has been established to provide an incentive for continued professional growth.

B. A. Degree	01
M. A. Degree	.00
M. A. Degree+10 (sem. hrs.)	.01
M.A. Degree+20 (sem. hrs.)	.02
M.A. Degree+30 (sem. hrs.)	.03
Specialist Degree	.05
Ph. D. Degree	.07

#### iii. Years of Service

The years of service range is intended to ensure a moderate increase on a yearly basis and provide a fair differential for years in the field of administration under an appropriate certificate regardless of the position held. An increased .02 is provided between years five and ten as an added incentive to promising administrators to remain within the system.

<u>Year</u>		Year		<u>Year</u>		Year	
0	.00	9	.13	18	.23	27	.32
1	.01	10	.15	19	.24	28	.33
2	.02	11	.16	20	.25	29	.34
3	.03	12	.17	21	.26	30	.35
4	.04	13	.18	22	.27	31	.36
5	.05	14	.19	23	.28	32	.37
6	.07	15	.20	24	.29	33	.38
7	.09	16	.21	25	.30	34	.39
8	.11	17	.22	26	.31	35	.40

#### iv. Contract Length (Days Due)

The decimal factors included under contract length have been established to provide an allowance for days due beyond the regular school year for teachers.

204 days	.12
209 days	.16
224 days	.24
260 days	.36

#### v. <u>Performance Pay</u>

Based on an administrator's evaluation (yearly performance, goals etc.) a performance bonus may be authorized by the superintendent yearly that ranges from 0-3% of the administrator's base salary. In no event will the annual total pool of dollars exceed \$30,000 distributed to all administration, including those covered under this plan and the special areas compensation plan.

#### VII. CELL PHONE ALLOWANCE

Effective 01/01/2011, per policy 7.17 the District stopped providing various cell phones and began a Tiered Phone Compensation program based on the attached document where particular positions will have an amount included in their salary to help pay for required cell phone plans as determined by the Superintendent. This eliminates the past practice where the district purchased separate phones and plans for various employees. It allows the employee to use their personal phone for school-related matters rather than carrying different phones at different times. The allowance is to help cover the costs for such phones and required plans. Upon request, employees will need to provide the Treasurer with a portion of their bill showing their cell phone number and that their plan covers the requirements of their tier.

Approved 6/23/08 Readopted 7/21/08 Revised 6/20/11 Approved 6/17/13 Approved 5/18/15 Approved 5/9/16 Revised 5/7/18 To Be Approved 7/9/18

## **CELL PHONE TIERS AND PLANS**

TIER 1	TIER II	TIER III	
Director, Secondary Instruction	Technical Aid	Technology Support Specialist	
Principal, Middle School	Asst. Principal, High School	Technologist	
Asst. Principal, Middle School	Asst. Principal, High School	Asst. Superintendent	
Principal, Intermediate School	Asst. Principal, High School	Network Administrator, Elementary	
Principal, Primary School	Coordinator, Special Ed.	Network Administrator	
Attendance Case Manager	Athletic Director	Technology Coordinator	
Principal, Intermediate School	Asst. Principal, High School	Director of Operations	
Athletic Trainer	Coordinator, Special Ed.	Director, Millstream	
Principal, Intermediate School	Millstream & Adult Ed Supervisor	Technology, Web	
Principal, Elementary School		Principal, High School	
Principal, Primary School		Community Relations/HR Coordinator	
Director, Elementary Instruction			
Principal, Middle School			
Asst. Principal, Middle School			
Transportation Coordinator			
Principal, Primary School			
Director, Food Service			
HR Coordinator/BWC			
Asst. Transportation Coordinator			
Lead Custodian, High School			
Lead Custodian, High School			
Director of Custodial Services			
Maintenance Supervisor			
Specialized Maintenance			
Grounds			
Grounds		Cell	Phone
Grounds			ctive 1
Grounds	1		vised 9/
Grounds			vised 4/

Note: The District will continue to maintain 5 phones for use by the Transportation Dept for bus trips and/or mechanics.

Tier 3 = Voice & Text with Data plar

The District will maintain 3 phones for the FABSS site directors at Bigelow, Lincoln, and Wilson Vance to be paid from FABSS fund. The District will continue to maintain the Superintendent's phone per contract.

The District will continue to maintain Parent Mentor phone until landline is available or until the end of this position's grant funding.

Cell Phone Tiers & Plans Effective 1/1/11 Revised 9/1/11 Revised 4/29/13



## FINDLAY CITY SCHOOL DISTRICT Findlay, Ohio

## ADMINISTRATIVE SPECIAL AREAS COMPENSATION PLAN PHILOSOPHY & GOALS

Findlay City School District, like all school districts in Ohio, is continually having increased demands placed upon them. Accountability for the resources of the district, whether in the area of pupils, finances or facilities, will continue to increase and become more complex.

As administrative personnel have more demands placed upon them, it becomes increasingly difficult to attract and retain qualified individuals for these positions. The importance of leadership has been well documented in terms of organization productivity. Special area administrators have become an increasingly important part of the administrative team. As administrative support for officially classified administrators, the community has a vital interest in the quality of this staff, as well as, a compensation plan conducive to this end.

Many school districts have recognized the fact that to develop and maintain a good administrative team there needs to be a more systematic approach to compensation planning. Inequities caused by crude or nonexistent compensation plans and insensitivity to the varied responsibilities between different administrative roles have created problems in attracting and retaining individuals.

In an attempt to overcome these weaknesses, we believe that a systematic plan for the compensation of Findlay City School District special area administrators is needed. Such a plan has been developed in keeping with the following goals:

- A. Attracting and retaining qualified personnel.
- B. Motivating personnel to optimum performance.
- C. Creating incentives and an environment conducive to professional growth.
- D. Relating compensation to level of responsibility and difficulty of position.
- E. Making the plan internally consistent and externally competitive with other comparable schools.
- F. Providing for differences in years of service.
- G. Promoting pride as a member of an administrative team.
- H. Satisfying the psychological and economic needs of individuals.
- I. Providing for the easy accommodation of future positions without significant changes in the salary schedule.

#### ADMINISTRATOR SPECIAL AREA BENEFITS PROVISIONS

The following benefit provisions apply to all those persons employed by the Board of Education in an administrative position in special areas and not recognized under the Administrative Plan.

#### I. LEAVE PROVISIONS

#### A. <u>Sick Leave</u>

#### **Accumulation**

An administrator shall earn and accumulate sick leave credit in accordance with Section 3319.141 of the Ohio Revised Code. Those administrators employed after August 1, 1987 may accumulate a maximum number of sick leave days equal to one (1) contract year. However, at the end of each school year any sick leave days earned in that year in excess of the administrator's accumulated days but not used will be banked to the administrator's credit for purposes of the severance stipend described in Section II- Retirement Benefits, Section B. If the administrator becomes eligible for and takes payment under Section II - Retirement Benefits, Section B, the total accumulated days banked to the administrator's credit, if any, will be added to the administrator's accumulated sick leave total before calculating the severance stipend due the employee.

#### Advance of Sick Leave Days

A newly hired administrator and any administrator who has exhausted his/her sick leave shall be credited with not less than five (5) days of sick leave provided for in Section 3319.08 of the Ohio Revised Code. These five (5) days, or any portion thereof, may be used in case said administrator is unable to work because of any of the prescribed reasons for the use of sick leave, after the beginning of his/her employment but before he/she has accumulated that amount of sick leave.

#### B. Personal Leave

Each administrator shall be granted three (3) non-cumulative days of personal leave per year. The days may be requested for personal reasons upon the administrator's filing a request with the Superintendent at least one week in advance of the anticipated absence except in cases of extreme emergency.

An administrator may elect to be paid for available personal leave days not used during a particular school year at the rate of \$50 per unused day (which amount shall be prorated in the case of a part-time employee). To be eligible for such payment, the administrator must give the District Treasurer written notice of such election by not later than June 1 of the school year in question. Payment will be made by not later than the last regularly scheduled payday in July following the school year. An administrator who elects to be paid under this provision must take payment for all personal days not used during the school year.

If an administrator does not elect to take payment for unused personal leave days under the above subsection, the administrator's unused days, if any, will be banked to the administrator's credit for purposes of the severance stipend. If the administrator becomes eligible for and takes payment under the Retirement Plan the administrator will receive, in addition to any other payment that is due under that subsection, pay for all accumulated banked personal leave days based on the following formula: Total number of banked days x the administrator's daily rate of pay at the time of final service x 25%. This daily rate will be calculated on a 184 day school year for those hired before 1/1/16 under this plan. Those hired on or after 1/1/16 under this plan will base the daily rate on their school year's contract length. Payment under this provision will be made at the same time as payment is made under the retirement plan.

#### C. <u>Compensatory Leave</u>

- 1. Due to the unique demands of administrative personnel which often require duty during other than regular school hours or on designated holidays, each person covered under these provisions may be granted compensatory leave.
- 2. Use of compensatory leave must be approved in advance by the Superintendent of Schools.

#### D. Paid Holidays

Paid holidays are the same as those provided full-time classified personnel, are applicable only to 12-month employees, and are as follows:

Labor Day	Day before/after New Years Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
Day before/after Christmas	Independence Day *
New Years Day	(*12 month employees only)

#### E. <u>Vacation</u>

All Administrators hired with start dates after August 1, 2011 on a 260-day work year contract shall initially receive a minimum of 15, but no more than 20 vacation days their first year as determined by the Superintendent at the time of hire. Each of the following years of their 260-day contract will accrue at a rate of one (1) additional vacation day more than the previous year's vacations days (e.g. 15 days in year 1, 16 days in year 2, 17 days in year 3, etc.), not to exceed 25 days per year.

All Administrators hired with start dates on or before August 1, 2011 on a 260-day work-year contract shall receive twenty-five (25) workdays vacation, exclusive of holidays granted to all regular non-teaching employees of the District. All earned but unused vacation during the contract year may be accumulated to a total accumulated maximum of 75 days. No more than 25 (twenty-five) vacation days may be taken during any contract year, unless approved by the Superintendent.

Every fiscal year, administrators may elect to sell back to the Board up to ten (10) days of unused vacation time at the per diem rate applicable to him/her then in effect.

Administrators will have their first year's vacation posted immediately upon employment. In the first month of their second year, vacation will begin accruing monthly at the rate of 1/12 of their annual vacation allotment.

Upon separation from employment, an Administrator leaving prior to the end of his/her contract year will have the balance of their unused vacation days paid at his/her current rate of pay for all accrued and unused vacation days. In the case of an Administrator's death, such payment will be made in accordance with Section 2113.04 of the Ohio Revised Code or to the employee's estate.

#### **II. RETIREMENT BENEFITS**

## A. Board Pick up of Retirement Contributions

The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employees income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory School Employee Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as picked up by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby the Board has

picked up 100% of the administrators retirement contribution. The amount picked up by the Board shall be added to the administrator's annual compensation for SERS purposes only.

If Ohio law prohibits the Board from picking up STRS/SERS contributions as a fringe benefit, then the Board will contribute an amount equal to the STRS/SERS employee share contributions to the Ohio Public Employee Deferred Compensation Program for the benefit of the employee.

#### B. Severance Pay

1. An administrator with five (5) or less years of administrative service with the Findlay City School District, upon resignation from the Findlay City School District and retirement from active service, shall be entitled to a severance pay benefit.

The Board of Education will grant severance pay to each administrator at the time of verification of retirement, on the basis of 30% of accumulated sick leave to a maximum of fifty (50) days at the daily rate of pay being received at the time of final service. This daily rate will be calculated on a 184-day school year for those hired before 1/1/16 under this plan. Those hired on or after 1/1/16 under this plan will base the daily rate on their school year's contract length. An additional five (5) days of severance pay, based upon 30% of additional accumulated sick leave, shall be granted if the written notice of retirement is received by the superintendent before or on April 1 of the year of retirement. The Administrator must have been an employee of the Findlay Board of Education at the time of retirement.

Verification of retirement means that the employee is first eligible for retirement payments from the State Teachers Retirement System (STRS) and/or School Employees Retirement System (SERS) when employment ceases. Also, retirement payments must be received from STRS or SERS within one year of the effective date of the employee's notice of his/her retirement from employment with the Findlay City Schools.

2. Any administrator with more than 5 years of administrative experience with the Findlay City School District, who becomes first eligible for retirement with the STRS or SERS will receive a severance payment of 25% of his/her accumulated sick leave at the daily rate of pay being received at the time of final service. This daily rate will be calculated on a 184-day school year for those hired before 1/1/16 under this plan. Those hired on or after 1/1/16 under this plan will base the daily rate on their school year's contract length. Administrators with more than 5 years of administrative experience may instead elect to receive their severance pay based on the calculation and limitations as outlined in Section II, B, 1 above, if they so choose.

Resignations for retirement purposes must be received by the Superintendent before or on April 1 of the school year in which the employee wishes to retire. The employee must agree to retire at the end of the contract year in which the employee becomes eligible. Failure to meet the April 1 deadline or complete the contract year will disqualify the employee from Section II, B, 2 and his/her severance will be calculated based on Section II, B, 1.

3. Payment of severance will be made according to the tax deferred Voya Financial Accumulated Leave Plan. For those who are not eligible for the Accumulated Leave Plan, payment will be made per IRS guidelines within 2 ½ months of separation or December 31<sup>st</sup>, whichever is later. If none of the severance is being tax deferred, the employee may inform the District Treasurer in writing that a one-time lump sum payment is preferred, in which case a single payment for the entire amount due will be made after January 1 of the year next following retirement, but in no case will the payment be later than March 31.

4. Administrators applying for and/or receiving disability retirement are not eligible to participate in this plan.

5. No person shall be eligible to draw severance pay more than once from the Findlay City Schools.

### **III. INSURANCE**

## A. Hospitalization/Major Medical

The administrator will, by payroll deduction, contribute the following monthly amount toward the cost of medical insurance at the rate of 25% for the original plan, 18% for option B and 0% for HSA effective 1/1/2017. Effective 1/1/19 only (2) plans will be available. One of which will be an HSA and the other will be a plan with benefits similar to the current option B.

HSA contributions: HSA family plan enrollees will have \$250 placed into their HSA account each quarter per HSA guidelines. HSA single plan enrollee amounts will be half of the family amounts.

Any employee who is a policy holder to one of Findlay's health plan coverages will have a \$500 payment made to them each year in which they attend one informational meeting on the use of their health insurance as scheduled by the health insurance committee.

These additional insurances are provided:

- B. Life Insurance (2 units)
- C. Vision and Dental Insurance at no cost if enrolled in Hospitalization/Major Medical. Administrators may elect Vision and Dental coverage without other medical coverage if they pay 14% of the premium. The employee share of 14% will increase by two percentage points every calendar year until it matches the employee share on the original medical plan (i.e. 14% in 2015, 16% in 2016, 18% in 2017, 20% in 2018, etc.)

The benefits provided to administrators by Section 125 of the Internal Revenue Code shall be made available to all administrators. All benefits available under Section 125 will be provided so that an administrator's contribution toward the cost of insurance fringe benefits will be made with pre-tax dollars and an employee may elect to redirect a portion of his/her salary into dependent care and unreimbursed medical expenses using pre-tax dollars. Neither the Board nor an administrator shall incur any fee for the set-up, enrollment, and administrative services provided in connection with the plan.

#### IV. REIMBURSEMENT FOR COURSE WORK

Approved graduate work will be reimbursed at a rate of 70% of tuition costs of twelve (12) quarter hours or eight (8) semester hours to a maximum of \$1,200.00, in any school year. To become eligible for the reimbursement, proof of successful completion of the course(s) must be filed in the office of the Assistant Superintendent.

These hours must receive advanced approval from the Assistant Superintendent for reimbursement.

## V. PROFESSIONAL DUES

Effective July 1, 2006, full-time administrators will have an amount included in their salary to help pay for their professional dues to organizations whose functions relate to educational services. This eliminates the past practice of reimbursement to administrators of professional dues. Because of this allowance administrators are expected to pay for their own professional dues and are not to seek reimbursement nor are they to pay for them with district funds unless authorized by the Superintendent. –The professional dues component included in each administrator's salary will be based on the following formula: \$500 / 184 days x contracted days.

#### VI. SALARIES

A. Salaries for Special Area administrators will be determined according to the Administrative Special Area Compensation Plan. Any administrator who received an overall performance evaluation rating of "Needs Improvement" or "Unsatisfactory" may be excluded from an increase on the base, but not excluded from an increase due to years of service. If the administrator's performance evaluations subsequently improve sufficiently to warrant a base increase, the amount of increase will be established by the Board in the exercise of its managerial discretion and may deviate from the percentage increase in base salary that appears in this policy and that would otherwise apply. Beginning base salaries will be increased the same percentage per year as the base salary of certified administrators.

	BASE	BASE
	<u>16/17 17/18</u>	<u>18/19</u>
Student Info/EMIS Coordinator (260 Days)	43,825 44,592	<mark>45,038</mark>
Network Administrator (260 Days)	4 <del>3,825 44,592</del>	<mark>45,038</mark>
Director of Food Service/Dir. of Transportation (260 Days)	4 <del>3,825 44,592</del>	<mark>45,038</mark>
Assistant Treasurer (260 Days)	4 <del>3,825 44,592</del>	<mark>45,038</mark>
Director of Custodial Services (260-Days)	<del>38,541 39,215</del>	<mark>39,607</mark>
Student Attendance Case Manager (194 Days)	<del>38,541 39,215</del>	<mark>39,607</mark>
Public Relations & Human Resources Coor. (260 days)	<del>32,827 39,792</del>	<mark>40,190</mark>
Elem. Tech. Support Coor./Tech Support Specialist (260 Days)	<del>32,82 33,401</del>	<mark>33,735</mark>
Asst. Transportation (260 Days) & Food Service (260 Days)	<del>24,731 25,164</del>	<mark>25,416</mark>

#### Salary Index

Year	Year	Year	<u>Year</u>
0	0.9731	9	1.3799
1	1.0183	10	1.4251
2	1.0635	11	1.4703
3	1.1087	15	1.5155
4	1.1539	18	1.5394
5	1.1991	20	1.5607
6	1.2443	23	1.6059
7	1.2895	27	1.6359
8	1.3347	30	1.6659

- B. All salary step increases are effective July 1, of each year. Notwithstanding the years of service schedule, no administrator received a year of experience for purposes of vertical step advancement in his/her salary for the 2011-2012 school year with Findlay City Schools.
- C. Special area administrators must work 120 days of the year for a step increase.
- D. <u>Performance Pay</u>--Based on an administrator's evaluation (yearly performance, goals etc.) a performance bonus may be authorized by the superintendent yearly that ranges from 0-3% of the individual administrator's base salary. In no event will the annual total pool of dollars exceed \$30,000 distributed to all administration, including those covered under this plan and the administrative compensation plan.
- E. <u>Calamity/Delay Responsibility</u>-Any administrator above who is given responsibility of helping make early morning calamity or delay determinations as designated by the superintendent will have 0.05 added to their salary index above.

#### VII. CELL PHONE ALLOWANCE

Effective 01/01/2011, per policy 7.17 the District stopped providing various cell phones and began a Tiered Phone Compensation program based on the attached document where particular positions will have an amount included in their salary to help pay for required cell phone plans as determined by the Superintendent. This eliminates the past practice where the district purchased separate phones and plans for various employees. It allows the employee to use their personal phone for school-related matters rather than carrying different phones at different times. The allowance is to help cover the costs for such phones and required plans. Upon request, employees will need to provide the Treasurer with a portion of their bill showing their cell phone number and that their plan covers the requirements of their tier.

TIER 1	TIER II	TIERIII	_
TIER 1 Director: Secondary Instruction Principal. Middle School Asst. Principal. Middle School Principal. Intermediate School Athendance Case Manager Principal. Intermediate School Athletic Trainer Principal. Intermediate School Principal. Intermediate School Principal. Intermediate School Principal. Intermediate School Principal. Elementary School Director. Elementary Instruction Principal. Middle School Asst. Principal. Middle School Transportation Coordinator Principal. Primary School Director. Food Service HR Coordinator/BWC Asst. Transportation Coordinator Lead Custodian. High School Director of Custodial Services Maintenance Supervisor Specialized Maintenance Specialized Maintenance	TIER II Technical Aid Asst. Principal. High School Asst. Principal. High School Coordinator. Special Ed. Athletic Director Asst. Principal. High School Coordinator. Special Ed. Millstream & Adult Ed Supervisor	Technology Support Specialist Technologist Asst. Superintendent Network Administrator. Elementary Network Administrator Technology Coordinator Director of Operations Director. Millstream Technology. Web Principal. High School Community Relations/HR Coordinato	Cell Phone Tiers & Plans Effective 1/1/11 Revised 9/1/11 Revised 4/29/13
Tier 1 = Voice Only (\$20.00 per mor	nth)		

#### CELL PHONE TIERS AND PLANS

Tier 1 = Voice Only (\$20.00 per month) Tier 2 = Voice & Text (\$30.00 per month) Tier 3 = Voice & Text with Data plar

Note: The District will continue to maintain 5 phones for use by the Transportation Dept for bus trips and/or mechanics.

The District will maintain 3 phones for the FABSS site directors at Bigelow. Lincoln. and Wilson Vance to be paid from FABSS fund.

The District will continue to maintain the Superintendents phone per contract.

The District will continue to maintain Parent Mentor phone until landline is available or until the end of this position s grant funding.

Revised 5/26/09 Revised 6/20/2011 Approved 5/18/15 Readopted 2/22/2010 Approved 6/17/13 For Board Approval 7/9/18

	Cafeteria Salary Schedule 2018/19									
Classification - L	1 1st Yr	2 2nd Yr	3 3rd Yr	4 4th Yr	5 5th Yr	6 10 Yrs	7 15 Yrs	8 17 Yrs	9 20 Yrs	10 25 Yrs
Lead Person* - Secondary	\$12.86	\$13.04	\$13.23	\$13.44	\$13.72	\$14.06	\$14 37	\$14.71	\$15.10	\$15.46
Head Cook - High School	\$12.52	\$12.72	\$12.90	\$13.08	\$13.45	\$13 71	\$14.04	\$14.36	\$14.75	\$15.14
Lead Person - Elementary	\$11.28	\$11.46	\$11.67	\$11.85	\$12.16	\$12.48	\$12.81	\$13.11	\$13.50	\$13.91
Asst Secondary Lead or Baker	\$12.20	\$12.37	\$12.58	\$12.77	\$13.07	\$13.42	\$13.70	\$14.03	\$14.41	\$14.80
Food Service Worker (5+ Hrs) Secondary Cashier	\$11.73	\$11.92	\$12 12	\$12.30	\$12.64	\$12.94	\$13.25	\$13.57	\$13.97	\$14.33
Food Service Worker	\$11.19	\$11.39	\$11.55	\$11.78	\$12.10	\$12.39	\$12.73	\$13.03	\$13.44	\$13.82
Utility/Driver**	\$12.92	\$13.03	\$13.16	\$13.31	\$13.44	\$13.57	\$13.71	\$13.85	\$13.98	\$14.14
Substitute	\$9.90									

\*Lead Satellite and Lead Cashier positions are paid at Lead Person-Secondary rate.

\*\*Effective 8/1/12 Utility Driver steps 2 through 10 were added

Steps 6,7,8,9 and 10 are granted after the completion of 10,15,17,20 and 25 years, respectively.

Effective 7/1/18. For FY12 there was a pay freeze meaning no step advancement nor year progression during that year.

Substitutes for OAPSE positions 2018/19

Substituté Custodian or Maintenance \$11.25

Substitute Bus Driver \$15.00

Effective 7/1/18

		Bus Mechanic Salary Schedule 2018/19										
	1	2	3	4	5	6	7	8	9	10	11	12
Classification	0 Mos	6 Mos	3 Yrs	5 Yrs	7 Yrs	9 Yrs	11 Yrs	13 Yrs	15 Yrs	17 Yrs	20 Yrs	25 Yrs

#### Bus Mechanic \$19.08 \$19.84 \$20.60 \$21.38 \$22.15 \$22.89 \$23.66 \$24.56 \$25.44 \$26.35 \$27.29 \$28.25

Advancement on steps are given on the anniversary day of employment. Full time employment is figured as 2,080 hours per year. Full-time 12-month bus mechanics were given two (2) additional vacation days and a 15 cent per hour raise in FY09 to compensate for the expectation that they work all calamity days and delays in the future. 15 cent raise will grow at same rate as future raises. Effective 7/1/18. For FY12 there was a pay freeze meaning no step advancement nor year progression during that year.

				Glerica	2018/19								
Classification	1 1st Yr	2 2nd Yr	3 3rd Yr	4 4th Yr	5 5th Yr	6 6th Yr	7 7th Yr	8 8th Yr	9 10 Yrs	10 15 Yrs	11 17 Yrs	12 20 Yrs	13 25Yrs
		210 11	I			T	I I	ourn	10 113	10 113		20 113	20113
Classified Librarian	\$13.62	\$14.08	\$14.51	\$14.99	\$15.42	\$15.88	\$16.34	\$16.84	\$17.33	\$17.85	\$18.34	\$18.92	\$19.49
Educational Aides/Unlicensed Interpreters Licensed Interpreters (add'l \$3.00)	\$13.57	\$14.02	\$14.46	\$14.90	\$15.35	\$15.82 \$18.82	\$16.26	\$16.68	\$17.15	\$17.59	\$18.05	\$18.55 \$21.55	\$19.05 \$22.05
For FY15 the \$2.50 premium for licensed interpreters in												ψ2100	φ22.00
Secretary (not working on calamity days/delays)* Secretary (working calamity days/delays)*	\$14.09 \$14.27	\$14.52 \$14.72	\$15.01 \$15.18	\$15.44 \$15.63	\$15.89 \$16.06	\$16.35 \$16.50	\$16.78 \$16.93	\$17.34 \$17.52	\$17.93 \$18.10	\$18.51 \$18.66	\$19.06 \$19.24	\$19.71 \$19.86	\$20.34 \$20.52
Accounting/Payroll (working calamity days/delays)* Lead Accounting Person**	\$17.38 \$17.86	\$17.84 \$18.32	\$18.29 \$18.77	\$18.73 \$19.21	\$19.17 \$19.65	\$19.61 \$20.09	\$20.08 \$20.56	\$20.62 \$21.10	\$21 22 \$21 70	\$21.77 \$22.25	\$22.34 \$22.82	\$23.00 \$23.48	\$23.62 \$24.10
Executive Secretary* Executive Secretary* (Central Office Administration)	\$16.40 \$17.92	\$16.84 \$18.35	\$17 28 \$18.80	\$17.72 \$19.23	\$18.16 \$19.67	\$18.62 \$20.14	\$19.06 \$20.57	\$19.64 \$21.16	\$20.21 \$21.73	\$20.79 \$22.30	\$2135 \$22.87	\$22.00 \$23.51	\$22.64 \$24.16
Noon Hour Monitor	\$10.08	\$10.08	\$10.08	\$10.08	\$10.08	\$10.70	\$10.70	\$10.70	\$10.70	\$10.70	\$10.70	\$10.70	\$10.70
Substitute	\$10.32	-											

Clerical Salary Schedule

Substitutes will move up to actual steps based on their FCS experience after subbing for the same person in the same position for 30 days.

Steps 9,10,11,12 and 13 are granted after the completion of 10,15,17, 20 and 25 years, respectively.

\*Full-time 260 day secretaries, executive secretaries, and accounting/payroll staff given two (2) additional vacation days and a 15 cent per hour raise in FY09 to

compensate for the expectation that they work all calamity days and delays in the future. 15 cent raise will grow at same rate as future raises.

\*\*Effective 7/1/11, lead accounting staff person as determined by treasurer reflects additional compensation of 0.48 per hour for assuming majority of past executive sec'y duties. Effective 7/1/18

Years with Findlay City Schools =	11 or 12	13 or 14	15 or 16	17 or 18	19 or 20	21 or 22	23 or 24	25 or more	Only applies to classified librarians,
FCS Longevity Bonus paid Jan 31st	\$100	\$200	\$300	\$400	\$500	\$600	\$700	\$800	secretaries, accounting/payroll, aides
									interpreters, exec. secretaries & monitors.
Substitute employment and unpaid leaves of absence do n	ot count to	wards FC	S longevit	y bonus.					
Past regular work in other positions (e.g. food srvc, bus dri	ver, teache	r) will cou	nt towards	FCS long	evity bon	ius once ir	clerical p	osition, excluding r	retirees/resignees.
Years determined as completed with FCS as of Jan. 10th t	be paid .	an. 31st.	1 year=12	20 or more	days wo	rked or on	paid leave	e status from Jan 1	1 through Jan 10.
Employees who resign or retire before January 10th canno	t receive lo	ngevity bo	onus for th	hat year be	ecause the	ey are no l	onger con	sidered to be empl	lovees.
Employees who resign or retire from the district and later re									
Unpaid leaves of absence do not count towards 120 days t									
FCS longevity bonus is a flat amount (no proration) that will									

Effective 7/1/18. For FY12 there was a pay freeze meaning no step advancement nor year progression during that year, except for purposes of awarding longevity bonus.

#### FABSS SALARY SCHEDULE

Updated July 2018 and Board Approved July 9, 2018 to be effective July 1, 2018

- Step 1 Employee has earned a high school graduation diploma, but no college degree
- Step 2 Employee has earned a CDA (Child Developmnt Associate), or an associate's degree in a related field
- Step 3 Employee has earned a bachelor's degree in a filed directly related to Education or Child Care
- Step 4 Employee has earned a Master's degree or higher in a field directly to Education and/or child care

Effective July 1, 2011 for the 2011/12 school year all FABSS salaries were frozen similar to all other FCS employees where no base increase nor lateral advancement was allowed for Years of Service for the 2011/12 school year. Advancement was allowed for additional education which in the FABSS schedule is reflected as Steps. For FY18 these amounts reflect 1.75% increase.

Program Coordinator (Full Time = 40 hours per week, 240 day calendar)\*

			<b>FIOGIAIII</b>	voorumato		<u>e – 40 nou</u>	is per wee	n, 240 uay	calelluar)			
			(Years of S	Service to F	ABSS)							
	1	2	3	4	5	6	7	8	9	10	11	15
Step 1	\$25,523	\$26,287	\$27,076	\$27,754	\$28,446	\$29,158	\$29,886	\$30,483	\$31,093	\$31,715	\$32,665	\$33,646
Step 2	\$26,631	\$27,430	\$28,254	\$28,958	\$29,682	\$30,425	\$31,186	\$31,810	\$32,444	\$33,094	\$34,118	\$35,140
Step 3	\$28,851	\$29,716	\$30,606	\$31,373	\$32,156	\$32,959	\$33,785	\$34,460	\$35,150	\$35,854	\$36,928	\$38,037
Step 4	\$30,515	\$31,429	\$32,372	\$33,184	\$34,012	\$34,862	\$35,733	\$36,449	\$37,177	\$37,921	\$39,059	\$40,230

#### \*part-time coordinator's salary restored to full-time effective July 2015 based on 240 day calendar

			Site Direct	tor								
			(Years of S	Service to F	ABSS)							
	1	2	3	4	5	6	7	8	9	10	11	15
Step 1	\$15,305	\$15,763	\$16,235	\$16,641	\$17,058	\$17,485	\$17,920	\$18,370	\$18,738	\$19,111	\$19,684	\$20,274
Step 2	\$15,685	\$16,156	\$16,640	\$17,057	\$17,484	\$17,919	\$18,369	\$18,828	\$19,203	\$19,589	\$20,176	\$20,780
Step 3	\$16,079	\$16,561	\$17,057	\$17,485	\$17,920	\$18,369	\$18,828	\$19,300	\$19,684	\$20,080	\$20,680	\$21,301
Step 4	\$16,480	\$16,975	\$17,484	\$17,919	\$18,369	\$18,828	\$19,299	\$19,781	\$20,178	\$20,579	\$21,197	\$21,833

		<u>c</u>	hild Care	Aide (Rate	s per Hou	) effective	July 1, 201	18					
		(	Years of Se	ervice to FA	BSS)								
	1	2	3	4	5	6	7	8	9	10	11	15	
Step 1*	\$8.67	\$8.72	\$8.77	\$8.82	\$8.87	\$8.93	\$9.11	\$9.27	\$9.42	\$9.58	\$9.78	\$9.94	
Step 2*	\$8.72	\$8.77	\$8.82	\$8.87	\$8.93	\$9.11	\$9.27	\$9.42	\$9.58	\$9.78	\$9.94	\$10.09	

\*Step 1 aid works only one scheduled shift per day

\*Step 2 aid works both scheduled shifts per day

	_	Head Aide	(Rates per	<u>r Hour)</u>							
		(Years of S	ervice to F/	ABSS)							
1	2	3	4	5	6	7	8	9	10	11	15
\$9.72	\$9.88	\$10.04	\$10.20	\$10.38	\$10.54	\$10.71	\$10.88	\$11.03	\$11.21	\$11.37	\$11.53

	Technical Aide Salary Schedule 2018/19										
Position	0 Beg.	1 1st Yr	2 2nd Yr	3 3rd Yr	4 4th Yr	5 5th Yr	6 7 Yrs	7 10 Yrs	8 15 Yrs	9 20 Yrs	
Technical (No Degree)	\$13.68	\$14.60	\$15.48	\$16.39	\$17.26	\$18.28	\$19.32	\$20.33	\$21.33	\$22.37	
Technical (2/4 Yr Degree)	\$19.11	\$20.00	\$20.89	\$21.80	\$22.67	\$23.68	\$24.70	\$25.71	\$26.74	\$27.75	

Approved computer certification by the Assistant Superintendent qualifies for a 2% increase on the base (step 0) up to a maximum of 10%. Steps 6,7,8 and 9 are granted after the completion of 7,10,15 and 20 years, respectively.

\$25.92

Effective 7/1/18. For FY12 there is a pay freeze meaning no step advancement nor year progression during that year.

			5	School Nu	rse Salary \$ 2018/19
Classification	 1 1st Yr	2 2nd Yr	3 <u>3rd</u> Yr	4 4th Yr	5 5th Yr
lurse	\$22.97	\$23.66	\$24.36	\$25.06	\$25.76
Substitute Nurse	\$19.23				

Steps 2-5 were added in FY18. All nurses at step 1 for FY17. Step progression begins FY18 for current nurses, but none can jump ahead more than 1 step per year, except those with 10 years or more with the district will be placed at step 3 to begin FY18. Effective 7/1/18.

## Security Officer Salary Schedule 2018/19

. . . . . . . . . . . . .

	1
Classification	1st Yr
Lead Security Officer	\$22.92
Security Officer	\$17.92

Special Event Security Officer\*

\*Special events are those that take place outside normal school hours and include sporting events, dances, graduation, performances, etc. Officer will be in full law enforcement uniform; however there may be instances, at the discretion of the Lead Security officer, where a full uniform is not required at such an event. The officer will be instructed to wear a visible FHS security shirt or pullover and thus may still be paid at the same \$25.92 per hour special event rate. Lead Security Officer will be paid \$30.92 for working special events where no other officers were available.



FINDLAY CITY SCHOOLS Findlay, Ohio

Agreement

Between

# The Findlay City School District Board of Education

And

## Local #175 of the Ohio Association of Public School Employees (OAPSE) AFSCME/AFL-CIO

July 1, 2018 – June 30, 2020

## TABLE OF CONTENTS

Article I	Recognition4
Article II	Negotiations4
II-A	Scope of Bargaining
II-B	Agreement
II-C	Dispute Resolution Procedure
II-D	Procedures
II-E	General
Article III	Job Vacancies and Qualifications
III-A	Job Vacancy 6
III-B	Probationary Period7
III-C	Outside Employment7
III-D	Soliciting 7
Article IV	Layoff and Recall 7
IV-A	Layoff and Recall7
Article V	Leaves
V-A	Sick Leave
V-B	Personal Leave
V-C	Jury Duty 10
V-D	Unpaid Leave of Absence
V-E	Parental Leave
V-F	Military Leave
V-G	Deduct (Dock) Days
Article VI	Compensation 12
VI-A	Wages 12
VI-B	Overtime 13
VI-C	Call-Ins14
VI-D	Facility Rentals 14
VI-E	Background Checks/Finger Printing (BCI/FBI Checks) 14
Article VII	Fringe Benefits
	Insurance
	SERS Pick-up
	Severance Pay
	Holidays
	Vacations
	Calamity Days
	Professional Development/Tuition Reimbursement Program
VII-G	
Article VIII	Grievance Procedure
	A Definition
VIII-E	3 Purposes

VIII-C Informal Procedure
VIII-E General Provisions 20
Article IX Union Rights 20
IX-A Released Time 20
IX-B Use of Buildings, Facilities, Equipment, and Service
IX-C OAPSE Business Leave 21
IX-D Dues Deduction/Maintenance of Membership 21
Article X Working Conditions
X-A Lunch Period
X-B Break Periods
X-C Perfect Attendance Bonus Pay
X-D Uniforms
Article XI Subcontracting
Article XII Employee Discipline
Article XIII No Strike-No Lock Out
Article XIV Contrary to Law
Article XV Waiver Clause
Article XVI Management Rights
Article XVII Entire Agreement Clause
Article XVIII Duration
OAPSE Local #175 Wage Schedule 2016/2017, 2017/201827
Section 5704.412 Certification of Adequate Revenues

## ARTICLE I RECOGNITION

- A. The Board of Education of the Findlay City School District, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees Local #175, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for all bargaining unit members employed by the Board for the duration of this Agreement.
- B. The "Bargaining Unit" shall be comprised of all regularly employed full-time and part-time employees in the job classifications of Custodian, Lead Custodian, Grounds, Lead Grounds, Maintenance, Lead Maintenance. Excluded from the bargaining unit are all other non-teaching employees, all confidential employees, management-level employees, and other supervisors as defined in R.C. Chapter 4117.
- C. The Board agrees to apply equally all provisions of this agreement to all employees in the bargaining unit without discrimination or harassment as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability or Union membership and provide a harmonious work environment.

## ARTICLE II NEGOTIATIONS

## A. <u>SCOPE OF BARGAINING</u>

The parties agree to bargain with respect to wages, hours, terms and conditions of employment.

## B. <u>AGREEMENT</u>

When bargaining results in an agreement, it shall be reduced to writing and submitted to the Union for ratification and then to the Board for ratification. Following ratification, the Agreement shall be signed and shall be binding on both parties.

## C. <u>DISPUTE RESOLUTION PROCEDURE</u>

- 1. If complete agreement is not reached after full consideration of all proposals and counterproposals, either party shall have the option of declaring an impasse. In no event will impasse be declared more than thirty (30) days prior to the expiration of this Agreement.
- 2. If impasse is declared, it is understood that impasse is declared on all issues where agreement has not been reached.
- 3. When impasse is declared, the parties shall jointly contact the Federal Mediation and Conciliation Service to appoint a mediator for the purpose of assisting both parties in reaching a complete agreement.
- 4. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediation period shall end upon the expiration of this Agreement unless mutually extended to a subsequent date certain.

5. This Section is the dispute resolution procedure agreed to by the parties in accordance with Ohio Revised Code Section 4117.14(C)(1)(f) which is intended to supersede the procedures contained in Section 4117.14(C)(2) and any related provisions of the Ohio Revised Code.

## D. <u>PROCEDURES</u>

## 1. <u>Requests for Bargaining</u>

If either party desires to negotiate changes in this Agreement, it shall notify the other party in writing not earlier than March 15 nor later than May 29 prior to the expiration of this Agreement. Notification from the Union shall be served on the Superintendent and notification from the Board shall be addressed to the Union President. When the request is made, a copy of the notice and a copy of this Agreement will be sent to the State Employment Relations Board by the initiating party.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging written proposals and establishing a date for the next session. Unless mutually agreed by both parties, all proposals will be fully written and no new proposals will be introduced after the second meeting except by mutual agreement.

## 2. <u>Representatives</u>

Representatives of the Board shall meet with representatives of the Union and the parties agree to bargain in good faith. Representation shall be limited to three (3) per side and may include one (1) additional consultant for each party. Neither party shall have any control over the selection of the representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and make concessions in the course of bargaining.

## 3. <u>Recess</u>

Either team may caucus at any time. Caucuses shall be of reasonable length not to exceed one (1) hour, unless a longer period is mutually agreed upon.

## 4. <u>Item Agreement</u>

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

## 5. <u>Schedule of Meetings</u>

Until all bargaining is completed, each meeting shall include a mutually agreed time and place for the next meeting not to disrupt normal work hours of the employees unless mutually agreed upon.

## E. <u>GENERAL</u>

## 1. <u>Executive Session</u>

All bargaining sessions shall be closed to the news media and public unless otherwise mutually agreed.

## 2. <u>News Releases</u>

No news releases will be issued by either party during bargaining. This provision will be lifted at the declaration of an impasse.

## 3. <u>Final Form</u>

As soon as practical, but no later than sixty (60) days after ratification, the agreement shall be updated on the District website.

## ARTICLE III JOB VACANCIES AND QUALIFICATIONS

## A. JOB VACANCY

A bargaining unit vacancy that the Board elects to fill will be filled in accordance with the following procedure:

- 1. The vacancy posting will be posted on the district website for five (5) days, and will contain all applicable information to the position:
  - a. Classification
  - b. Location of Work
  - c. Starting Date
  - d. Rate of Pay
  - e. Hours to be worked (or a specification, if applicable, that the hours are flexible)
  - f. Qualifications as established by the Board
- 2. Internal candidates who meet the qualifications may apply on the district website within five (5) days of the posting.
- 3. In filling the vacant position, the Board shall select the applicant who, in its reasonable judgment, is best qualified, taking into account such factors as the applicant's credentials, prior work experience and work record if related to the vacancy, seniority (as defined in Article IV, Section A, Paragraph 2 of this Agreement), performance during any job interview, and any special skills that the applicant may have. If two (2) or more applicants are equally qualified, seniority shall be the controlling factor.

4. The employee who is awarded a vacant position will serve a probationary period of thirty (30) workdays in the new position. Management may extend probationary period if needed. During this period, either the employee or the Board may elect to return the employee to his/her prior position. Pending completion of this period, the Board may elect to fill the prior position with a substitute. If the employee returns to his/her prior position under this provision, the Board will then award the vacant position to the next applicant who meets the criteria in Paragraph 3 above and will re-post the vacancy only if no such additional applicant timely applied in response to the initial posting. Employees who have been assigned a permanent school assignment may only be awarded one move per twelve (12) month period.

## B. <u>PROBATIONARY PERIOD</u>

All bargaining unit employees shall be initially employed for a probationary period of ninety (90) productive work days as defined in the Fair Labor Standards Act. During this period the employee may be dismissed at will, without recourse to the grievance procedure appearing in Article VIII of this Agreement or any other legal recourse. After completion of the probationary period, the employee shall become a regular employee subject to the disciplinary provisions appearing in Article XIV of this Agreement.

Notwithstanding any other provision of this Agreement, it is mutually understood that a probationary employee is employed at-large and will not receive a regular assignment, or be eligible to apply for a position under Article III of this Agreement, until completion of the probationary period.

\* Management may extend probationary period if needed.

## C. OUTSIDE EMPLOYMENT

Outside employment shall not be permitted if it interferes in any way with the quality of the employee's regular work.

## D. <u>SOLICITING</u>

Any soliciting of employees, by non-employees and/or other employees, during their scheduled work time is prohibited.

## ARTICLE IV LAYOFF AND RECALL

## A. LAYOFF AND RECALL

If the Board reduces the number of employees in a job classification, the following procedures shall govern:

1. The employees affected will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position.

- 2. Employees in the affected classification(s) shall be laid off according to seniority, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous bargaining unit service (full-time or part-time) with the Board. Authorized unpaid leaves of absence count toward seniority, and do not constitute an interruption in continuous service. In the case of identical seniority, a flip of the coin shall determine which employee will be laid off first.
- 3. The Board shall determine in which classification the layoff will occur and the number of employees to be laid off. In the classification, probationary employees shall be laid off before any non-probationary employee.
- 4. Prior to the effective date of layoff, the Board shall prepare and post in a conspicuous place a list containing the names, seniority dates, and classifications of affected employees. Each employee to be laid off shall be given at least twenty (20) workdays advance notice of the layoff. Each notice of layoff shall state the following:
  - a. Reason(s) for the layoff;
  - b. Effective date of layoff;
  - c. The right of the employee to bump the least senior employee (but only if the employee being laid off is senior to such employee) in another classification, if any, in which the employee being laid off performed as a regular employee within the immediately preceding eight (8) years.
  - d. A statement advising the employee of his/her rights of reinstatement from the layoff.
- 5. For each classification in which layoff occurs, the Board shall prepare a reinstatement list showing the names of all employees (including employees, if any, who exercised the right to bump under Paragraph 4 above) in the reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in the classification. It will be the responsibility of the employee to provide the Board with a correct and current address.
- 6. After the vacancy procedures appearing in Article III of this Agreement have been followed, any vacancy which remains in the affected classification shall be offered in writing to the employee standing highest on the reinstatement list for that classification. The employee must accept or refuse the position within ten (10) days after notification by certified mail of the opening. If the employee refuses or does not respond within the time limit, the employee shall be removed from the reinstatement list, and the position will then be offered to the next employee on the list.
- 7. The employee's name shall remain on the reinstatement list for a period of two (2) years from the effective date of layoff. If reinstated during this period, the employee shall retain all previous accumulated seniority.

## ARTICLE V <u>LEAVES</u>

## A. <u>SICK LEAVE</u>

- 1. All full-time employees (8 hours/day) shall receive sick leave in the amount of ten (10) hours per month. All part-time employees (less than 8 hours/day) shall receive sick leave prorated based on the number of hours worked per day. Sick leave is accrued monthly (12 times per year) for all employees.
- Upon application, with need verified by a physician, the Board may, but is not required to, advance up to a maximum of five (5) days of sick leave to employees whose current sick leave has expired. Only one such advance is permitted per contract year (July 1 June 30). Subsequent advances in following years will not be considered until any past advance has been fully repaid.
- 3. The amount of sick leave credited to an employee accumulates without limit.
- 4. Sick leave accumulated in another Ohio school district is transferable to the record of the employee, upon certification from the other district of the balance to the employee's credit.
- 5. Employees may use sick leave, upon approval of the immediate supervisor, for absence due to:
  - a. Illness, injury, or exposure to contagious disease where quarantined by the Board of Health.
  - b. Illness or death in the employee's immediate family. The term "immediate family" in the case of illness means spouse, children, and parents, regardless of place of residence, and relatives living within the household. The term "immediate family" in the case of death shall also include brothers, sisters, grandparents, and grandchildren.
  - c. The funeral of a near relative. This leave will not be counted as an absence when considering internal transfers or promotions.
  - d. Any other reason approved by the immediate supervisor.
- 6. The employee may be required to furnish a satisfactory affidavit to the effect that the absence was caused by illness or due to any of the foregoing causes.
- 7. Employees absent for three (3) consecutive days or more, due to illness, may be required to present a statement from the physician indicating that they are physically able to fully resume their duties.
- 8. To qualify for sick leave pay by reason of illness, a first shift employee must call in to notify his/her supervisor of the form of leave being used at least one (1) hour before the beginning of the shift and a second-shift employee must call in at least two (2) hours before the beginning of the shift. If an employee becomes ill while on the job, he/she must contact the facilities office prior to leaving. Upon return to work, the employee will complete a sick leave form.

9. Unscheduled Absence is any leave time from an assigned shift that was left early without fulfilling the hours of the shift, or if Article V section A(8) is violated. Make up time for lost hours must be pre-approved by the immediate supervisor or the Director of Operations to avoid an Unscheduled Absence. For the purpose of determining if corrective action is warranted due to the accumulation of unscheduled absences, a rolling twelve (12) month period will be used. Any unscheduled absence that is more than twelve (12) months old will not be used in the calculation of the total number of unscheduled absences.

The following "corrective actions" will be taken when the listed number of *unscheduled absences* occurs:

<u># Of Unscheduled Absences</u>	CORRECTIVE ACTION
5	Oral warning
6	Written warning
8	One-day Suspension w/o pay
10	Termination

## B. <u>PERSONAL LEAVE</u>

- 1. Each employee is permitted three (3) days of personal leave. Such leave is for the purpose of attending to essential business and associated travel or matters which cannot be taken care of except during normal working hours. Personal leave shall not be used for recreational activities, shopping, or vacation. The first and last week of the school year, the week immediately preceding and following the first and last week of the students' school year, and days immediately before and after school breaks may not be used for personal leave except in emergency cases approved by the Superintendent or his/her designee, or the immediate supervisor. This leave shall be calculated in hours as three (3) times the employee's regular number of hours per day. Personal leave is on a July 1 to June 30 basis. Personal leave shall be prorated to the nearest whole day if the employee is in paid status for only part of the employee's regularly scheduled work year.
- 2. Whenever the number of requests for personal leave on any specific day causes the supply of substitute personnel to be depleted, those employees who cannot be relieved by substitutes shall be expected to select another date for their personal day. If a substitute cannot be obtained, the immediate supervisor shall notify the employee two (2) days before the requested personal day.
- 3. Application for personal leave shall be in writing on the prescribed form. The application shall be sent to the immediate supervisor at least five (5) days before the desired date, if possible.

## C. JURY DUTY

An employee may be excused to serve jury duty or will be excused under subpoena to appear in court. The employee will receive regular pay, but first must submit any compensation received along with an Employer's Certificate (obtainable at the Court House when reporting for jury duty) or copy of any order to appear in court that he/she receives. The employee shall return to work if excused by the court two (2) hours or more prior to the employee's normal quitting time.

## D. UNPAID LEAVE OF ABSENCE

- 1. Upon written request, the Board may grant an unpaid leave of absence for a period of not more than two (2) years for educational, professional or other purposes, and shall grant such leave where a bona fide illness or other disability is the reason for the request. No unpaid leave of absence will be granted for a period of less than one (1) week.
- 2. Upon the employee's return from leave, the Board may terminate a person hired to replace the returning employee for the period of leave.

## E. <u>PARENTAL LEAVE</u>

- 1. Employees shall have the right to use sick leave for absences due to pregnancy-related disabilities. Employees for whom sufficient sick leave is not available to cover such periods of disability shall be entitled to unpaid leave for that portion of the period of disability not covered by sick leave.
- 2. The employee shall report her condition to her immediate supervisor as soon as it becomes known. A statement from the attending physician giving the anticipated date of birth of the child must be submitted. Before returning to work, she shall submit a statement from her physician stating that she is physically fit to perform her duties.
- 3. Upon written request, the Board shall grant an unpaid leave of absence to an employee who has completed his/her probationary period and who wishes to remain an employee of the Board for child care or adoption for up to 182 work days. For a natural parent, such leave shall begin any time after the commencement of the mother's pregnancy and prior to the child's first birthday. For an adoptive parent, such leave shall begin at any time during the first year after receiving custody of the child (or prior to receiving custody if necessary in order to fulfill the requirements of adoption). Applicants shall submit a written request for the leave to the immediate supervisor at least 45 calendar days prior to the anticipated starting date of the leave setting forth the reasons for the leave and the duration. The immediate supervisor may waive this latter requirement in an emergency or where circumstances (e.g., adoption) do not permit a 45-day notification. Leave may only be terminated prior to its expiration upon written request of the employee and approval of the Superintendent in accordance with the needs and interests of the school system.
- 4. The above parental leave provisions shall not preclude an employee eligible for leave under the Family and Medical Leave Act of 1993 from taking such leave in accordance with the terms of the Act and its implementing regulations. Nor shall the Act be viewed as diminishing an employee's leave rights under these parental leave provisions.
- 5. If the basis for an approved leave, after sick leave has expired, is an allowed Worker's Compensation claim for which the Board was the employer, the Board will continue health and life insurance coverage and premium payments in accordance with the terms of Article 7 (Insurance) of this Agreement during the period of such absence, provided (1) such period shall not exceed twelve (12) months, and (2) the employee does not take disability benefits under Ohio Revised Code Chapter 3309.

## F. <u>MILITARY LEAVE</u>

Leave for military (including active reserve) duty will be granted in accordance with applicable provisions of the Ohio Revised Code.

## G. <u>DEDUCT (DOCK) DAYS</u>

Employees may generally take no more than five (5) unpaid deduct days per school year. Employees taking unpaid deduct days will be charged their per diem pay and the Board's per diem insurance cost. Employees who wish to take more than (3) unpaid deduct days in the same school year may do so if approved by the Superintendent or his designee. Requests for the Superintendent's approval of the use of more than five (5) deduct days must be submitted in writing to the Superintendent, at least 72 hours in advance of the requested time off. Employees with unapproved deduct days or other unaccountable absences (eg. no shows) will be subject to disciplinary action, commencing with a written reprimand and progressing up to and including termination.

## ARTICLE VI COMPENSATION

Zero percent increase and no increase in steps (years of service) for custodians, grounds, and maintenance employees for the purpose of calculating salary for 2011-2012. This step freeze shall also be used when calculating future steps in future years. Step progression for purposes of longevity will be permitted. Zero percent increase and step progression resumes for 2012-2013.

## A. <u>WAGES</u>

- 1. The hourly wage rates payable to regular employees appear in the Wage Appendix attached hereto.
- 2. Wages shall be paid over the course of a school year in twenty-four (24) equal installments.
- 3. Employees will receive credit on the wage schedule for their prior years of service in an Ohio school district in the same or similar job classification. Additional years of service may be granted by the Superintendent so long as there is a rational basis for such action. If an employee leaves the District and subsequently returns, he/she will be credited with all prior years of District service.
- 4. All employees hired after July 1, 2006, will be paid by direct deposit to each employee's financial institution of choice.
  - a. Employees are required to electronically submit or drop off their routine time sheets to the facilities office when due.
  - b. Time sheets are to be filled out in their entirety including full name, start time, lunch start, lunch finish, and leave time. Any changes to the employee's daily schedule must be pre-approved by the immediate supervisor and documented on the appropriate day and in the comment section.

5. Employees who have requested time off either Vacation, Personal, or Sick time will call the Facilities office if they work any or all of the requested time off.

## B. <u>OVERTIME</u>

- 1. The overtime rate of time and one-half will be paid for work performed on a holiday and for hours worked in excess of forty (40) in a week (Monday through Sunday).
  - a. Sick time, unpaid leave, and deduct days will not be included in the calculation of hours worked in a week.
  - b. Holiday time, vacation, and personal leave will be counted in the calculation of hours worked in a week.
  - c. All overtime must be pre-approved by the Director of Operations, Assistant Superintendent, Superintendent, or immediate supervisor.
- 2. The parties' goal is to achieve an equitable distribution of overtime opportunity, with the mutual recognition and understanding that equality of opportunity is not feasible. For purposes of this Section, "scheduled overtime" means overtime work with respect to which the Administration has at least forty-eight (48) hours advance notice of the need for such work; "emergency overtime" means overtime work with respect to which the Section has less than forty-eight (48) hours advance notice of the need for such work.
- 3. Employees may sign up on either the scheduled overtime sheet or the emergency overtime sheet, or both. If an employee signs the emergency overtime sheet, the employee is committing to work emergency overtime when called unless a truly extraordinary circumstance precludes his/her performance of the work or unless, at the time of the work, the employee is on approved sick leave, personal leave, or vacation time; if an employee on the emergency sheet refuses emergency overtime two (2) times within a six (6) month period, the employee's name will be removed from the sheet for a period of six months.
- 4. When substitutes are not available or the Administration elects not to use substitutes, and work needs to be performed on an overtime basis, the following guidelines shall apply:
  - (a.) Within the Custodian job classification, overtime opportunities will be rotated by seniority within each building on the basis of the scheduled or emergency overtime list, whichever is applicable. If no Custodian within the building can work the overtime, the Administration will canvass by seniority Custodians who are outside the building.
  - (b.) Within the Maintenance job classification, overtime opportunities will be rotated by seniority within the classification on the basis of the scheduled or emergency overtime list, whichever is applicable. It is further mutually understood that in all cases the employee offered the overtime opportunity must possess the particular maintenance skill (e.g., painting electrical, plumbing) necessary to perform the job.

- (c.) Within the Grounds job classification, overtime opportunities will be rotated by seniority within the classification on the basis of the scheduled or emergency overtime list, whichever is applicable.
- 5. If no volunteer to perform the overtime work emerges under the guidelines appearing in Paragraph 4 above, the Administration may direct the least senior employee in the affected job classification to perform the work. If the least senior employee cannot be contacted after a reasonable effort, the Administration may direct the next least senior employee to perform the work.
- 6. In any case, it is mutually recognized and agreed that where an urgent circumstance exists that, if not promptly addressed, threatens the health or safety of persons or property, the Administration may take whatever action by way of assignment is necessary to deal with the problem notwithstanding the above provisions of this Section.

# C. <u>CALL-INS</u>

If employees are called (i.e. literally called in) in for time outside their regular workday to address emergencies or other non-routine conditions (eg. snow removal, flooded facilities, etc.), they will receive additional pay or compensatory time off for that work. Under such circumstances, employees will be paid for a minimum of two (2) hours at the appropriate rate. The rules established in Article VI (B)(1) of this contract will be used to determine if overtime (time and one-half) is paid for such time.

## D. FACILITY RENTALS

An employee who covers a facility rental will be paid a two (2) hour minimum at the appropriate rate.

## E. BACKGROUND CHECKS/FINGER PRINTING (BCI/FBI CHECKS)

The Board agrees to pay any and all post-employment background and finger printing required by law of the bargaining unit employees not to exceed \$60.00 per year, effective the day of Union ratification of the agreement.

## ARTICLE VII FRINGE BENEFITS

## A. <u>INSURANCE</u>

1. Employees will, by payroll deduction, contribute 22.5% of the monthly premium toward the cost of medical insurance for the Original Plan, 15% for Plan B (option 15), and 0% for the Health Savings Account (HSA). Those enrolled in the single HSA will annually have a contribution of \$500 placed into their HSA by the Board and those on the family HSA will annually have a contribution of \$1000 placed into their HSA by the Board in quarterly installments. New 2019 and 2020 HSA enrollees will have their Board contribution placed into their HSA in January 2019 and January 2020 instead of quarterly. For calendar year 2019 and 2020 only, the Board will match the family HSA employee's \$1,001<sup>st</sup> to \$1,500<sup>th</sup> dollar (i.e. up to \$500 more coming from the Board) and the single HSA employee's \$501<sup>st</sup> to 750<sup>th</sup> dollar (i.e. up to \$250 more from the Board) which is contributed by the employee to their own HSA via payroll deduction. The

HSA's non-embedded deductibles will be \$2,000 for those on the single HSA plan and \$4,000 for those on the family HSA plan. Any employee who is a policy holder to one of Findlay's health plan coverages will have a \$500 payment made to them each year in which they attend one informational meeting on the use of their health insurance as scheduled by the health insurance committee.

- 2. Employees hired to work less than twelve months per year pay a prorated amount, determined by using the same formula used for the District's other part time classified staff other than bus drivers.
- 3. Effective January 1, 2019, only two (2) plans will be available. One of which will be an HSA. The other will be a new traditional plan. The Board of Education may also make other medical plan options available to employees.
- 4. PPO co-pays will be \$20 for office visits; \$50 for emergency room visits; and from \$10 for up to a 30day supply of mail order prescriptions.
- 5. These additional insurances are provided:
  - a. \$20,000 Term Life with accidental death benefit for the employee.
  - b. Vision and dental care.
- 6. Benefits provided to employees by Section 125 of the Internal Revenue Service Code shall be made available. All benefits available under Section 125 will be provided so that an employee's contribution toward the cost of insurance fringe benefits may be made with pre-tax dollars. Also, an employee may elect to redirect a portion of his/her wages into dependent care and unreimbursed medical expenses using pre-tax dollars.
- 7. The employee's share of any monthly insurance premium shall be paid by payroll deduction.
- 8. Spousal Eligibility –Employed spouses of employees who are eligible for insurance through their own employer by an employer-sponsored plan, must take, at the minimum, the least expensive single plan through their own employer if the spouse's portion of the premium cost is less than one hundred sixty five (\$165.00) per month for his/her plan. Employees are automatically exempt from this provision if their spouse is not employed or is employed but does not have insurance available or does not qualify for insurance through their employer. All employees eligible for insurance benefits, including those who are single or automatically exempt, must complete and return the Spousal Eligibility Rule Form to the Treasurer's office annually during the enrollment period.
- 9. Nothing in this Agreement shall preclude the Board from making adjustments that become necessary due to changes in State law, Federal law, and/or IRS rules.

# B. <u>SERS PICK-UP</u>

The Board agrees to continue to pick up contributions to the School Employees Retirement System on behalf of employees using the salary restatement method that results in no additional cost to the Board. This provision shall apply uniformly to all employees, and no employee shall have the option to elect a wage increase or other benefits in lieu of the pick up. The pick up shall apply to all compensation including supplemental earnings.

## C. <u>SEVERANCE PAY</u>

Severance pay is a one-time, lump-sum payment to eligible employees. Eligibility is determined at the final date of employment. The criteria include all of the following:

- 1. The individual must retire from the District.
- 2. The individual must qualify for service retirement under the applicable Ohio retirement system as of the last date of employment.
- 3. The individual must, within 120 calendar days of the last day of employment, prove acceptance into the retirement system by having received and cashed his/her first retirement check. (Copy provided to the Treasurer's Office)
- 4. The individual must have not less than five (5) years of service with the District.
- 5. The individual must sign for the severance check certifying all eligibility criteria have been met.
- 6. The amount of the benefit due shall be calculated as follows:

Employee will receive a severance per diem stipend of 25% of his/her accumulated sick leave.

- 7. Payment under this plan will be made in a lump sum payment after January 1 of the year following retirement. But, we will add as of August 1, 2008 payment under this plan will be made in accordance with the tax deferred ING Plan.
- 8. Employees applying for/or receiving disability retirement are not eligible to participate in this plan.
- 9. Employees working 10 plus years in the district will receive a severance per diem stipend of 30% of his/her accumulated sick leave instead of 25%.

## D. HOLIDAYS

1. The holidays listed below are given to all employees:

(a) Labor Day*
(b) Thanksgiving
(c) Day after Thanksgiving
(d) Christmas Day
(e) New Year's Day
(f) Martin Luther King Day
(g) Good Friday
(h) Memorial Day
(i) Day before/after Christmas Day
(j) Day before/after New Year's Day
(k) Independence Day *

\*For less than twelve (12) month employees only when in their approved school calendar.

- 2. To qualify for holiday pay, the employee must work his/her complete assigned shift immediately before and immediately following the holiday in question, except that pre-approved vacation days, previously approved extended medical leave days (requiring a doctors release), and will not be counted against the employee for this purpose.
- \* Extended medical leave is defined by 3 paid days prior to holiday and 3 paid days following holiday.

# E. <u>VACATIONS</u>

Vacations for all twelve (12) month employees will be scheduled, if possible, at the time of year when no substitutes will be required. When substitutes are required to fill vacated time then the employee will submit a time off request form at least ten (10) work days before the requested vacated time but not more than 180 days in advance of the requested vacated day. When substitutes are not required to fill the vacated time then management reserves the right to approve vacation time when the time off requested at least five (5) work days before the requested date, if possible.

Vacations shall be granted in the following manner:

- (1) After one (1) year of service, an employee is entitled to twelve (12) days vacation (includes 2 days from Section F).
- (2) After eight (8) years of service, an employee is entitled to seventeen (17) days vacation (includes 2 days from Section F).
- (3) After fifteen (15) years of service, an employee is entitled to twenty-two (22) days vacation (includes 2 days from Section F).

Vacation days can accumulate up to triple the maximum allowed. Use of vacation days cannot exceed one and one-half (1.5) times their yearly vacation in any given year. Vacation days accrue monthly. Any month in which the balance exceeds the maximum allowed, days will not be accrued and are not available for later use.

Monthly accrual will be posted in the following which includes the two (2) days mentioned in Section F:

	<u>Hours</u>	<u>Days</u>
2 Weeks	8.000	1.000
3 Weeks	11.336	1.417
4 Weeks	14.667	1.833

Newly hired 12-month employees will have two (2) days posted in their first month of employment and the remaining two (2) weeks (minus the two days previously posted) vacation posted during the first month following the completion of their first year of service. After initial posting of vacation, days shall be accrued monthly.

All regular employees transferring from a less than twelve (12) month position to a twelve (12) month position thereby becoming eligible for vacation will be granted .75 credit for each year of service (four [4] years of service would equal three [3] years of credit toward vacation placement). Upon completion of six (6) months in the full time position, the appropriate accrual for those six (6) months would be posted and available for use, with accrual thereafter done monthly.

Upon termination of employment vacation will be paid per R.C. 3319.084, which grants the payment for all accrued and unused vacation leave accumulated for the two (2) years immediately preceding separation.

## F. <u>CALAMITY DAYS</u>

Effective July 1, 2008 all custodial, maintenance, and grounds will be given two (2) additional vacation days per year and a \$.15 per hour raise to compensate for the expectation that they are to work all calamity days and delays in the future.

## G. PROFESSIONAL DEVELOPMENT/TUITION REIMBURSEMENT PROGRAM

The Board will make available a pool of \$5000 each year (July-June) of the Agreement for Professional Development/Tuition Reimbursement program. On a prorated basis the program shall reimburse tuition costs incurred by employees for college credit courses taken on the employee's time to improve skills in the employee's current position or to prepare for other possible positions in the District. Reimbursement also is available on a prorated basis for fees associated with workshops, seminars, or similar training programs taken on the employee's time to improve skills in the employees approved by their supervisor with a limit of reimbursement of 4 semester hours per employee (July 1-June30). Requests are to be submitted by August 1<sup>st</sup>, proof of course completion with an earned credit of B or above is to be submitted by September 15<sup>th</sup>. Reimbursement checks will be issued on or before October 15<sup>th</sup>. An employee who voluntarily leaves employment with the District within three (3) years of receiving reimbursement monies shall repay the District 100% if in 1<sup>st</sup> year, 75% if in 2<sup>nd</sup> year, 50% if in third year. All Professional Development, or training must be approved by the Assistant Superintendent or his/her designee for this program.

#### ARTICLE VIII GRIEVANCE PROCEDURE

## A. <u>DEFINITION</u>

A "grievance" is defined as a claim by a bargaining unit, employee or group of employees, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The Union President may file a grievance representing the group.

## B. <u>PURPOSES</u>

- 1. To secure, at the lowest possible administrative level, solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. This Article shall be the exclusive procedure for the resolution of alleged violations, misinterpretations, or misapplications of this Agreement.

## C. INFORMAL PROCEDURE

If a grievant believes there is a basis for a grievance, he/she must first discuss the matter with the immediate supervisor who has the authority to resolve the alleged problem. If the immediate supervisor is not a direct employee of the Board, the Board agrees to delegate to the supervisor authority to hear and resolve grievances under this Article to the same extent that a direct employee in a supervisory capacity would have such authority.

## D. FORMAL PROCEDURE

## <u>STEP I</u>

Within ten (10) days after the grievant knew or could reasonably be expected to know of the occurrence giving rise to the grievance, the grievant may submit to the lowest-level supervisor who has the authority to resolve the alleged problem a completed and signed STEP I grievance. A copy

of the completed form shall be given to the Union. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the grievant, and/or his/her Union representative, in an effort to resolve the grievance.

The supervisor shall respond in writing to the grievant and the Union within ten (10) days after such meeting.

## <u>STEP II</u>

If the grievant is not satisfied, or if disposition of the grievance has not been made within the time limit set forth in STEP I, the grievant may, within ten (10) days of receipt of the STEP I response or ten (10) days of expiration of the deadline for responding (whichever is shorter), appeal the grievance by completing a written STEP II grievance and submitting the same to the Superintendent. Within ten (10) days of receipt of the appeal, the Superintendent, and/or his/her designated representative, shall meet with the grievant and/or his/her Union representative. The Superintendent shall respond in writing to the grievant and the Union within ten (10) days after such meeting.

## <u>STEP III</u>

If the grievant and the Union are not satisfied, or if no disposition of the grievance has been made within the time limit set forth in Step II, the grievant and the Union may, within ten (10) days of receipt of the STEP II response or ten (10) days of expiration of the deadline for responding (whichever is shorter), appeal the grievance to mediation/arbitration. If mutually agreed by the Board and Union, the grievance will then be submitted to advisory mediation under the auspices of the Federal Mediation and Conciliation Service. If such mediation does not resolve the grievance, or if there is no mutual agreement to mediate, the grievance may automatic-ally move to STEP IV of this grievance procedure.

## <u>STEP IV</u>

If a STEP III grievance is moved to STEP IV, a request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation Conciliation Service in accordance with its rules. The arbitrator shall be selected by the alternate-strike method with the party striking first to be determined by the flip of a coin. A second list may be requested by either party. The arbitrator shall have no power to alter, add

to, or subtract from the terms of this Agreement or make any decision contrary to law. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s). The arbitrator's award shall be final and binding. Either party may be represented at the arbitration hearing at its expense. The Federal Mediation and Conciliation Service's administrative fee shall be shared equally by the parties. The fees and expenses of the arbitrator shall be borne by the loser, with the further understanding that if the loser cannot be identified the arbitrator will apportion his/her fees and expenses between the parties.

## E. <u>GENERAL PROVISIONS</u>

- 1. The time limits specified in this Article shall be strictly observed but may be extended by written agreement.
- 2. Nothing herein shall be construed to limit the right of an individual employee to discuss a personal complaint with a supervisor without recourse to this grievance procedure except that the Union will be informed of any result that affects this Agreement.
- 3. The grievant may be represented at all stages of the grievance procedure by a Union representative.
- 4. No reprisal shall be taken against any participant in the grievance procedure by reason of such participation.
- 5. Meetings and arbitration hearings under this procedure will be conducted at a time and place agreeable to all parties which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present. Unless otherwise mutually agreed, grievance meetings and arbitration hearings will be scheduled so as not to interfere with scheduled work time and will be closed to the news media and the public.
- 6. For purposes of this Article, "days" shall mean actual workdays unless specified differently.
- 7. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred. Any grievance not answered within the time limit of that step may thereupon be advanced to the next higher step of the procedure.
- 8. If a grievance arises, there shall be no stoppage or suspension of work, for it is intended that the issue shall be resolved under this grievance procedure.

## ARTICLE IX UNION RIGHTS

## A. <u>RELEASED TIME</u>

Unless otherwise mutually agreed, Union business shall be conducted at a time that does not conflict with an employee's scheduled work. If released time is agreed to by the Superintendent in a particular case, it will be paid at the affected employee's regular rate.

## B. <u>USE OF BUILDINGS, FACILITIES, EQUIPMENT, AND SERVICE</u>

- 1. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon twenty-four (24) hour notice, so long as it does not interfere with the normal conduct of a school day or previously scheduled activities.
- 2. The Union shall have the right to use school facilities and equipment when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use. Should any equipment be damaged due to negligence on the part of the Union, the Union will pay for any necessary repairs.

## C. OAPSE BUSINESS LEAVE

The Board agrees to permit one (1) elected delegate of OAPSE Local #175 leave of three (3) days with continuity of pay to attend the OAPSE Annual Conference.

## D. <u>DUES DEDUCTION/MAINTENANCE OF MEMBERSHIP</u>

- 1. The Board agrees to deduct Union dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Union Treasurer monthly together with a list showing the names of the employees and the amount deducted.
- 2. Deductions shall be made during the months worked. Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. Authorization may be revoked by an employee between August 15 and September 15, inclusive. If authorization is not revoked during this period, authorization shall continue for a successive period of one (1) year. Written notice of revocation shall be served upon the Treasurer and State Union Treasurer.
- 3. The Union agrees to indemnify and hold the Board harmless against any and all claims that arise out of or are in any way related to dues deduction wherein the Union is at fault.
- 4. The Board agrees to deduct from the wages of any member of the Union an OAPSE-PEOPLE deduction as provided for in a signed individual written authorization. Such authorization may be revoked at any time by giving written notice to the District Treasurer. The Board agrees to remit any deductions made pursuant to this provision promptly to the OAPSE State Treasurer together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- E. The Labor Management Committee will be made up of three (3) members appointed by the Superintendent and three (3) members appointed by the association, all of whom will receive training from the Federal Mediation and Conciliation Service. The Labor management Committee will meet a minimum of three (3) times a year at a mutually agreed upon time.

F. Within two (2) weeks, of the official hire date (board approved), of New Classified Employees, of the Findlay City Schools (that comply with Article I of the Collective Bargaining Agreement with OAPSE #175), the Union President shall be notified name, position, shift assignment.

Seniority list will be updated and supplied to Union President on an annual basis, and be posted on the website.

# ARTICLE X WORKING CONDITIONS

# A. <u>LUNCH PERIOD</u>

- 1. All employees working five (5) consecutive hours or more shall have a thirty- (30) minute unpaid meal period. The supervisor in charge shall schedule the time.
- 2. If an employee's meal period is interrupted by the supervisor in charge due to an emergency, the employee and supervisor will reschedule the period.
- 3. If an employee chooses to leave the work location during the meal period, he/she shall report to the supervisor in advance of departure. Employees who are working away from their lunch site may stop at a restaurant or drive thru on the way back to the lunch area.

# B. BREAK PERIODS

Eight (8) hour employees are entitled to a fifteen (15) minute break period at approximately the middle of each half shift worked. This break is to be taken at the place of work.

## C. <u>PERFECT ATTENDANCE BONUS PAY</u>

1. Regular 12-Month Employee

A regular employee is defined as an employee other than a substitute, or casual, seasonal, as needed, or per diem employee.

Bonus pay of one (1) regular day's pay per each half year of perfect attendance will be paid twice per year to regular employees who meet the following conditions:

- (a.) Half years are defined as July 1 through December 31 and January 1 through June 30.
- (b.) The employee has not missed any regularly scheduled work time for any reason including sick time or unpaid days.
  - 1. Does not include overtime.
  - 2. Does not include vacation.
  - 3. Does not include required court appearance.
  - 4. Does not include personal days.
  - 5. Does not include professional days.
  - 6. Does not include sick time for funeral of near relative.
- (c.) There are no exceptions, except as listed above.
- (d.) The employee must have been a regular employee the entire six (6) month period.

- (e.) If a 12-month employee qualifies for the Perfect Attendance Bonus Pay for <u>both</u> halves of a fiscal year (July 1-June 30), he/she will receive a <u>third</u> day of bonus pay.
- 2. Less Than 12-Month Regular Employees

Bonus pay of one (1) regular day's pay per each semester of perfect attendance will be paid twice per year to employees who meet the following conditions:

- (a.) Semesters are established by the Board adopted calendar. The first semester starts on the first workday of the fiscal year and concludes as prescribed by the Board adopted calendar. The second semester begins on the first workday of the prescribed second semester and concludes on the last scheduled workday of the fiscal year.
- (b.) The employee must not have missed any regularly scheduled work time for any reason including sick time or without paydays.
  - 1. Does not include overtime.
  - 2. Does not include vacation.
  - 3. Does not include required court appearances
  - 4. Does not include personal days.
  - 5. Does not include professional days.
  - 6. Does not include sick time for funeral of near relative.
- (c.) There are no exceptions, except as listed above.
- (d.) The employee must have been a regular employee for the entire semester.

#### D. UNIFORMS

The Board shall provide without cost the following: uniforms and security identification tags for all custodians, grounds, and maintenance employees. Each custodian, grounds, and maintenance employee shall be required to wear the Board provided uniforms anytime the employee is at work.

#### ARTICLE XI SUBCONTRACTING

If the Board elects to subcontract work currently being performed by bargaining unit employees, the Superintendent will give the Union President thirty (30) days' advance written notice of such intent before implementation. During this 30-day period, the Board will, through its representatives, meet with representatives of the Union, if requested, for the purpose of sharing information and affording the Union an opportunity to register its views.

#### ARTICLE XII EMPLOYEE DISCIPLINE

A. In any meeting in which an employee is to receive a reprimand that will be placed in the employee's personnel file or a more severe form of discipline, the employee shall have the right, upon request, to have a Union representative present. The employee may attach a brief letter of rebuttal to the written reprimand.

- Β. The Superintendent or Assistant Superintendent may suspend an employee for up to three (3) work days without pay or recommend to the Board termination for misconduct or other proper reasons. A second offense within three (3) years of the first may result in either a ten (10) day suspension without pay or termination. No suspension or termination will be imposed arbitrarily or capriciously. Traditional principles of progressive discipline (verbal warning, written reprimand, suspension, termination) will be followed, with the mutual recognition that preliminary disciplinary steps may be bypassed where warranted by the circumstances. Prior to suspension or termination, the Superintendent (or designee) will give the reasons to the employee in writing and will afford an opportunity to reply. Discipline is subject to the grievance procedure only for suspensions and terminations; if a timely grievance is filed, either the Board or the Union may accelerate the case to the arbitration step of the grievance procedure by giving written notice to the other party. The provisions of Section 124.34 of the Ohio Revised Code are superseded by this Article, and any disciplinary action may not be appealed to the Findlay Civil Service Commission.
- C. The Board will maintain a record of all formal discipline in the employee's personnel file. The employee will receive a copy of any formal discipline before its placement in the personnel file. Any recorded disciplinary action placed in the employee's file shall cease to have any effect on any other disciplinary action taken by the Board after thirty-six (36) months from the original date of the notice of the disciplinary action.
- D. An employee shall have the right to review his/her personnel file upon request to the Superintendent (or designee) within one (1) business day. Nothing that adversely reflects upon the employee shall be placed in his/her file without the employee's knowledge.

# ARTICLE XIII <u>NO STRIKE – NO LOCK OUT</u>

There shall be no strike of any kind, work stoppages, slowdowns, or interference or interruption with the operations of the schools by any bargaining unit employee during the term of this Agreement. Likewise, the Board agrees not to lock out bargaining unit employees during the term of this Agreement.

## ARTICLE XIV CONTRARY TO LAW

If any provision(s) of this Agreement shall be found contrary to law by a court of competent jurisdiction, then that provision(s) shall be deemed invalid, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect.

## ARTICLE XV WAIVER CLAUSE

The parties acknowledge that during the bargaining that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Union, for the life of this Agreement, each voluntarily and unequivocally waives the right to bargain, and each agrees that the other shall not be obligated to bargain, with respect to any subject or matter referred to or covered by this

Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both parties at the time that they bargained or signed this Agreement.

## ARTICLE XVI MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by Ohio Revised Code Chapter 4117. Except as limited by the specific and express terms of this Agreement, the exercise of judgment and discretion by the Board and its administrative employees requires neither bargaining with nor the consent of the Union. Included within the reserved rights of the Board under this Article is the right to promulgate reasonable work rules.

- A. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. hire, assign, direct, schedule, supervise, and evaluate employees;
- C. maintain and improve the efficiency and effectiveness of school operations;
- D. determine the methods, processes, means, and personnel by which school operations are to be conducted;
- E. suspend, discipline, demote, or terminate employees for just cause;
- F. lay off, transfer, promote, or retain employees;
- G. determine the adequacy of work force;
- H. determine the overall mission of the school district as an educational unit;
- I. effectively manage the work force; and
- J. take actions to carry out the mission of the school district.

Except as otherwise provided in Ohio Revised Code Section 4117.08(B), the parties mutually agree that the civil service provisions of Ohio Revised Code Chapter 124 do not apply to any subject matter that is addressed in this Agreement and such civil service provisions of Ohio Revised Code Chapter 124 are hereby waived.

## ARTICLE XVII ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding unless executed in writing by the parties.

# ARTICLE XVIII Duration

This agreement is effective from the date of its execution through June 30, 2020.

Executed at Findlay, Ohio on the dates indicated below.

For the Union:		For the Board:	
Name	Date	Name	Date
Name	Date	Name	Date
Name	Date	Name	Date

#### OAPSE Local #175 Wage Schedule 2018/19 (Effective 7/1/18)

	1	2	3	4	5	6	7	8	9	10	11	12
	Base	1 Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs	11 Yrs	13 Yrs	15 Yrs	17 Yrs	20 Yrs	25 Yrs
Maintenance Custodian/Grounds										\$22.50 \$19.23		

OAPSE Local #175 was given two (2) additional vacation days & a 15 cent per hour raise in FY09 to compensate for the expectation that they work all calamity days & delays in the future. Shift differential pay - \$.25/hour. For purposes of overtime, shift differential and lead rate is to be included in the regular rate when applicable. For example: (Regular Rate + .25) x 1.5 = OT rate Add1 for Elementary & Millstream Lead Custodians = \$0.50/hr; Middle Schl Lead Custodians = \$0.65/hr; FHS Lead Custodian, Lead Grounds, & Lead Maintenance = \$0.80/hr For FY12 there was a pay freeze meaning no step advancement nor year progression during that year. For FY13 there was a base pay freeze but step progression was allowed to resume.

	11-14 Yrs	15-19 Yrs	20-24 Yrs	25 or more Yrs	
Longevity Steps:	\$100	\$200	\$250	\$500	Effective 7/1/16 longevity is paid out annually within a month after each member's FCS anniversary date

#### OAPSE Local #175 Wage Schedule 2019/20 (Effective 7/1/19)

	1	2	3	4	5	6	7	8	9	10	11	12
	Base	1 Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs	11 Yrs	13 Yrs	15 Yrs	17 Yrs	20 Yrs	25 Yrs
Maintenance	\$16.97	\$17.54	\$17.88	\$18.65	\$19.49	\$19.98	\$20.36	\$20.95	\$21.98	\$22.50	\$23.00	\$24.21
Custodian/Grounds	\$16.60	\$16.88	\$17.14	\$17.52	\$17.78	\$18.05	\$18.45	\$18.71	\$18.95	\$19.23	\$19.47	\$19.87

OAPSE Local #175 was given two (2) additional vacation days & a 15 cent per hour raise in FY09 to compensate for the expectation that they work all calamity days & delays in the future. Shift differential pay - \$.25/hour. For purposes of overtime, shift differential and lead rate is to be included in the regular rate when applicable. For example: (Regular Rate + .25) x 1.5 = OT rate Add1 for Elementary & Millstream Lead Custodians = \$0.50/hr; Middle Schl Lead Custodians = \$0.65/hr; FHS Lead Custodian, Lead Grounds, & Lead Maintenance = \$0.80/hr For FY12 there was a pay freeze meaning no step advancement nor year progression during that year. For FY13 there was a base pay freeze but step progression was allowed to resume. For FY12 or flat \$500 will be paid in the October 31, 2019 pay.

Effective 7/1/16 longevity is paid out annually within a month after each member's FCS anniversary date

# SECTION 5705.412 CERTIFICATE OF ADEQUATE REVENUES OAPSE Local 175 FY2017 and FY2018 Salary Schedules

The undersigned, Treasurer of the FINDLAY CITY School District (the "School District"), located in the following county: HANCOCK

Hereby certifies in connection with the COLLECTIVE BARGAINING AGREEMENT BETWEEN LOCAL #175 OF THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES AND THE FINDLAY CITY SCHOOL DISTRICT BOARD OF EDUCATION, dated July 1, 2018 through June 30, 2020, and Board approved \_\_\_\_\_\_ that:

The school district has in effect for the remainder of the fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program for all the days set forth in its adopted school calendars for the term of the contract.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_day of July, 2018,

FINDLAY CITY SCHOOL DISTRICT HANCOCK COUNTY; FINDLAY, OHIO

By: \_\_\_

Chris Aldrich, Board of Education President

\_\_\_\_\_

Ву: \_\_\_\_\_

Edward Kurt, Superintendent

By: \_\_\_

Mike Barnhart, Treasurer