



FINDLAY CITY SCHOOLS  
Findlay, Ohio

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12/19/2013

**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, 2013 - June 30, 2016*

Updated 6/24/2013

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**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. SCOPE OF BARGAINING

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

B. AGREEMENT

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. DISPUTE RESOLUTION PROCEDURE

- 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. PROCEDURES

1. Requests for Bargaining

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. Representatives

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. Recess

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. Item Agreement

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

5. Schedule of Meetings

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. GENERAL

1. Executive Session

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

2. News Releases

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

3. Final Form

As soon as practicable, but not later than sixty (60) days after ratification, the Agreement shall be printed with a Table of Contents, including all appendices, and distributed to all bargaining unit employees. The Union shall be provided five (5) extra copies of the Agreement. The cost of printing shall be shared equally by the parties.

**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 shall be posted in a conspicuous place for a period of five (5) workdays. The posting shall contain the following information:
  - 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. Any interested employee who meets the qualifications may apply in writing to the Superintendent (or designee) within the five (5) day posting period.
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. 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.

B. PROBATIONARY PERIOD

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.

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. SOLICITING

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 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**  
**LEAVES**

A. SICK LEAVE

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.
2. 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 absence 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 <i>Unscheduled Absences</i></u>	<u>CORRECTIVE ACTION</u>
5	Oral warning
6	Written warning
8	One-day Suspension w/o pay
10	Termination

B. PERSONAL LEAVE

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. PARENTAL LEAVE

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. MILITARY LEAVE

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

G. DEDUCT (DOCK) DAYS

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. WAGES

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.

B. OVERTIME

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, vacation, unpaid leave, and deduct days will not be included in the calculation of hours worked in a week.
  - b. Holiday time 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, or Superintendent.
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 Administration 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. CALL-INS

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. INSURANCE

1. Employees will, by payroll deduction, contribute 20% of the monthly premium toward the cost of medical insurance for the Original Plan, 13% for Plan B (option 15), and 0% for the Health Savings Account (HSA). The Board will contribute \$2,570 for HSA family plans and \$1,570 for HSA single plans the first year of enrollment if enrolled by July 1, 2012 and \$1000 (family)/\$500 (single) each year after. Any increase in the monthly employee's share will be limited to the actual proportion of premium increase incurred by the Board.

For the Original Plan the monthly employee contribution will not exceed \$287(Family)/\$99(Single) the 2011-12 school year; \$317(F)/\$109(S) the 2012-13 school year. For Plan B (option 15) the monthly employee contribution will not exceed \$159(F)/\$55(S) the 2011-12 school year; \$176(F)/\$61(S) the 2012-13 school year.

For the HSA the monthly employee contribution will remain \$0 through the 2012-13 school year.

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. A PPO medical plan will be offered. 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 30-day 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 fifty (\$150.00) 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.

B. SERS PICK-UP

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. SEVERANCE PAY

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.

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 \*
- (l) Labor 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 will not be counted against the employee for this purpose.

E. VACATIONS

Subject to the approval of the immediate supervisor, vacations for all twelve (12) month employees will be scheduled at times during the year when no substitutes will be required, if possible, provided a written requests for use of vacation leave must be submitted at least 20 days, but not more than 180 days, in advance.

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. CALAMITY DAYS

Effective July 1, 2008 all custodial, maintenance, grounds and delivery driver 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. Employees who feel conditions are unsafe for travel from home may use accrued personal or vacation days. These two (2) additional vacation days must be used during the school year when students are not in session.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

A. DEFINITION

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. PURPOSES

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

STEP I

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.

#### STEP II

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.

#### STEP III

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.

#### STEP IV

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. GENERAL PROVISIONS

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. RELEASED TIME

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. USE OF BUILDINGS, FACILITIES, EQUIPMENT, AND SERVICE

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. DUES DEDUCTION/MAINTENANCE OF MEMBERSHIP

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.

**ARTICLE X**  
**WORKING CONDITIONS**

A. LUNCH PERIOD

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. PERFECT ATTENDANCE BONUS PAY

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.
- (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 both halves of a fiscal year (July 1-June 30), he/she will receive a third 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.
- (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.

The committee led by the Director of Operations and the OAPSE Local President will make recommendations for the uniforms by October 1, 2011.

**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.
- B. 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 two (2) 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 which exceed three (3) days 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 twenty-four (24) 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<sub>22</sub> without the employee's knowledge.

**ARTICLE XIII**  
**NO STRIKE – NO LOCK OUT**

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 XVII

DURATION

This agreement is effective from the date of its execution through June 30, 2016.

Executed at Findlay, Ohio, on the dates indicated below.

FOR THE UNION:

Stan Brunce 8/15/13  
Name Date

[Signature] 8-15-13  
Name Date

[Signature] 8-20-13  
Name Date

FOR THE BOARD:

Shane W. Patel 8/15/13  
Name Date

Dean Wittwe 8/15/13  
Name Date

Mike Bamba 8/15/13  
Name Date

**OAPSE Local #175 Wage Schedule 2013/14 (Effective 7/1/13)**

	1 Base	2 1 Yr	3 3 Yrs	4 5 Yrs	5 7 Yrs	6 9 Yrs	7 11 Yrs	8 13 Yrs	9 15 Yrs	10 17 Yrs	11 20 Yrs	12 25 Yrs
Maintenance	\$15.71	\$16.25	\$16.56	\$17.27	\$18.06	\$18.50	\$18.86	\$19.39	\$20.35	\$20.85	\$21.29	\$22.42
Custodian/Grounds	\$15.38	\$15.63	\$15.87	\$16.23	\$16.46	\$16.71	\$17.09	\$17.32	\$17.55	\$17.80	\$18.04	\$18.39

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. Add'l for Elementary & Millstream (MSE & Tech) 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.

Longevity Steps:	11 Yrs \$100	15 Yrs \$200	20 Yrs \$250	25 Yrs \$500
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**OAPSE Local #175 Wage Schedule 2014/15 (Effective 7/1/14)**

	1 Base	2 1 Yr	3 3 Yrs	4 5 Yrs	5 7 Yrs	6 9 Yrs	7 11 Yrs	8 13 Yrs	9 15 Yrs	10 17 Yrs	11 20 Yrs	12 25 Yrs
Maintenance	\$15.95	\$16.49	\$16.81	\$17.53	\$18.33	\$18.78	\$19.14	\$19.68	\$20.66	\$21.16	\$21.61	\$22.76
Custodian/Grounds	\$15.61	\$15.86	\$16.11	\$16.47	\$16.71	\$16.96	\$17.35	\$17.58	\$17.81	\$18.07	\$18.31	\$18.67

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. Add'l for Elementary & Millstream (MSE & Tech) 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.

Longevity Steps:	11 Yrs \$100	15 Yrs \$200	20 Yrs \$250	25 Yrs \$500
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**OAPSE Local #175 Wage Schedule 2015/16 (Effective 7/1/15)**

	1 Base	2 1 Yr	3 3 Yrs	4 5 Yrs	5 7 Yrs	6 9 Yrs	7 11 Yrs	8 13 Yrs	9 15 Yrs	10 17 Yrs	11 20 Yrs	12 25 Yrs
Maintenance	\$16.11	\$16.65	\$16.98	\$17.71	\$18.51	\$18.97	\$19.33	\$19.88	\$20.87	\$21.37	\$21.83	\$22.99
Custodian/Grounds	\$15.77	\$16.02	\$16.27	\$16.63	\$16.88	\$17.13	\$17.52	\$17.76	\$17.99	\$18.25	\$18.49	\$18.86

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. Add'l for Elementary & Millstream (MSE & Tech) 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.

Longevity Steps:	11 Yrs \$100	15 Yrs \$200	20 Yrs \$250	25 Yrs \$500
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SECTION 5705.412 CERTIFICATE OF  
ADEQUATE REVENUES  
OAPSE Local 175 FY2013 and FY2014 Salary Schedules

The undersigned, Treasurer of the FINDLAY CITY School District (the "School District"), located in the following Ohio counties: 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, 2013 through June 30, 2016, and Board approved \_\_\_\_\_ that:

The school district has in effect for the remainder of the current 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 17 day of JUNE, 2013,

FINDLAY CITY SCHOOL DISTRICT  
HANCOCK COUNTY; FINDLAY, OHIO

By: Shane W. Pochard  
Shane Pochard, Board of Education President

By: Dean Wittwer  
Dean Wittwer, Superintendent

By: Mike Barnhart  
Mike Barnhart, Treasurer