K# 28865

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MASTER AGREEMENT

BETWEEN THE

NEW RICHMOND LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

AND

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCAL #267

STATE EMPLOYMENT RELATIONS BOARD
2012 OCT 12 P 2:07

July 1, 2011 through June 30, 2014

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CONTRACT

This Agreement made and entered into this _____ day of_____, 2011 by and between the Board of Education of the New Richmond Exempted Village School District, hereinafter referred to as the "Board", and the Ohio Association of Public School Employees, Local #267, hereinafter referred to as the "Union".

ARTICLE 1 - TERMS

1.1 This Contract shall be effective for the period beginning July 1, 2011 and ending June 30, 2014.

ARTICLE 2 - RECOGNITION

2.1 The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit:

2.2 The bargaining unit includes all full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to a work schedule:

Bus Drivers	Head Custodians
Bus Aides	Custodians
Paraprofessionals	Head Maintenance
Head Cooks	Maintenance
Cooks	Mechanic
Clerks	

2.3 For the purpose of this Agreement, the following are excluded from the bargaining unit:

Administrators
Chief Mechanic - Transportation
Superintendent's Secretary
Assistant Superintendent's Secretary
Assistants to the Treasurer
Secretaries
Lan Support Technician and System Engineer

2.4 Definitions

A. Bargaining unit employees: Employees included in the bargaining unit are those employees employed in a job classification listed in Section 2.2 who are employed under an employment contract approved by the Board to work nine to twelve months a year.

ARTICLE 3 - PRINCIPLES

3.1 Bargaining unit employees have the right to join in, participate in, and assist the Union and the right to refrain from such; but membership shall not be a prerequisite for

employment or continuation of employment of any employee.

3.2 The Board and the Union shall comply with all the laws and regulations of the State of Ohio.

ARTICLE 4 - BOARD (MANAGEMENT) RIGHTS

4.1 The Union recognizes that the Board is vested by law with the authority and responsibility of making the rules and regulations by which the New Richmond Exempted Village School District will be operated and governed. The Union agrees that, unless such authority is specifically limited by a specific provision of this agreement, the Board has and retains all of its rights and authority to manage and control the School District which the Board possesses under Ohio law.

4.2 The Union agrees, notwithstanding any provision of R.C. 4117.08, that the Board may exercise any right or authority retained by it, which is not specifically limited by the terms of this agreement, without bargaining with the Union with respect to the exercise of such right or authority, except that the Board shall bargain with respect to the effect of such exercise of authority on wages, hours and working conditions.

4.3 In the event a dispute arises during the term of this agreement over whether the Board has a duty to bargain the exercise of a management right either permitted by the terms of this agreement or retained as a result of the provisions of this article, the grievance procedure established in this agreement shall be the sole and exclusive procedure for resolving such a dispute.

ARTICLE 5 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

5.1 The Board or the designated representative(s) of the Board will meet with representatives designated by the Union for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Union's negotiating team will consist of no fewer than three (3), nor more than six (6) duly appointed members. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Union and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations.

5.2 A consultant may be used by each of the parties in any of the negotiation meetings in an advisory capacity. The consultant will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.

5.3 The expense of such consultant shall be borne by the party requesting or hiring him.

5.4 Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Union.

ARTICLE 6 - EXCHANGE OF INFORMATION

6.1 Prior to and during the period of negotiations, or impasse provision, the Board and the Union agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

ARTICLE 7 - REQUEST FOR MEETING

7.1 Upon receipt of the written request for a meeting, the receiving party will have ten (10) days to reply to the request. A meeting date shall be agreed to within twenty (20) days of the original request. All days referred to in this Section shall be working days.

ARTICLE 8 - SUBMISSION OF ISSUES

8.1 All issues for negotiations by the Union and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated first meeting, unless mutually agreed to by both parties.

ARTICLE 9 - NEGOTIATIONS PROCEDURES

9.1 Length of meetings as well as times and places of the following meetings shall be agreed upon prior to the adjournment of each session. All negotiations shall be conducted in committee sessions consisting of those team members designated in Sections 5.1 and 5.2.

ARTICLE 10 - CAUCUS

10.1 Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy. Caucus sessions will not exceed thirty (30) minutes unless a longer period of time is mutually agreed to by both parties.

ARTICLE 11 - PROGRESS REPORTS

11.1 Interim reports may be made to the Union by its representatives and to the Board by its representatives during negotiations. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

ARTICLE 12 - NEWS RELEASE

12.1 News releases, either during negotiations or at the conclusion of negotiations, shall be made only by mutual agreement.

ARTICLE 13 - PROTOCOL

13.1 No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

ARTICLE 14 - ITEM AGREEMENT

14.1 As tentative agreement is reached on an item, it shall be reduced to writing and so noted and initialed by each party. It is recognized that a tentative agreement is not effective unless and until final agreement on all items is reached by the Union and the Board.

ARTICLE 15 - AGREEMENT

15.1 When an agreement is reached by the parties on all items submitted for negotiation, such agreement shall promptly be reduced to writing and furnished to the Union and to the Board. The Union shall vote on the tentative agreement within ten (10) work days of the conclusion of negotiations and the Board shall vote on the tentative agreement within ten (10) work days of the Superintendent=s receipt of written confirmation from the Union President that the Union approved the tentative agreement.

ARTICLE 16 - INTENT TO RECOMMEND

16.1 Prior to the negotiated agreement being presented to the Union and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

ARTICLE 17 - DISAGREEMENT

17.1 If an agreement has not been reached within sixty (60) days of the receipt of the Notice to Negotiate, either party shall have the option to declare that an impasse exists.

17.2 If an impasse is declared after the sixty (60) day period the parties shall accept the appointment of a mediator from the Federal Mediation and Conciliation Service.

If an agreement has not been reached through mediation, the Union agrees that it shall submit the Board's final offer to the bargaining unit for a vote. If the final offer of the Board is not rejected by a three-fifth's (3/5) vote of the full membership of the Union, then it shall be deemed accepted by the Union and included in any contract between the parties.

17.3 The Board of Education and the Union agree that the aforementioned process shall replace all other dispute settlement procedures contained in Chapter 4117 of the Ohio Revised Code.

ARTICLE 18 - OVERTIME

18.1 All hours which an employee is directed/assigned to work in advance in excess of forty (40) actual work hours in a work week shall be paid at the rate of time and one-half.

18.2 For the purposes of this Section, vacation days, holidays and calamity days which the employee does not work, but for which he/she is compensated by the Board, shall constitute hours worked when determining if an employee is eligible for overtime in a work week.

18.3 An employee not regularly scheduled to work on Saturday or Sunday who is called to work on either day shall be guaranteed a minimum of two (2) hours work at the applicable rate.

18.4 Any custodian or maintenance employee in the bargaining unit whose assigned work shift commences on or after 3:00 p.m. shall receive a second shift differential, and whose assigned work shift commences on or after 11:00 p.m. shall receive a third shift differential as shown on the attached wage schedule. Any employee who works a split shift will be paid at the shift differential for which he/she works the majority of his/her hours.

ARTICLE 19 - PAYROLL DEDUCTION

19.1 The Board of Education will deduct from the pay of an employee, dues for the Ohio Association of Public School Employees and the Local when so authorized in writing by an employee, without cost to the employee or the Union. Dues shall be deducted in twenty-four (24) equal deductions, beginning with the month of September. Dues deducted shall be forwarded to the State Association with a list of employees.

19.2 Dues deduction authorization shall remain in effect until revoked in writing by the employee to the OAPSE State Office Columbus and Treasurer of the Board, between August 21st and August 31st.

19.3 Authorization cards for the deduction of dues of personnel employed by the Board after the beginning of the school year shall be submitted to the Treasurer of the Board within thirty (30) days from the date of employment in order for dues deduction to be available to the newly-hired employees.

19.4 The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made in the amount deducted during the period covered by the remittance.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Definitions:

A. Grievance: A grievance shall mean an alleged violation, misinterpretation, or misapplication of the terms and provisions of this agreement.

B. Grievant: An employee, a group of employees, or the OAPSE Union in its role as sole and exclusive bargaining representative of the classified staff.

C. Day: Shall be defined as a calendar day.

D. Immediate Supervisor: Shall be defined as the administrative employee directly in charge of the grievant as per the next chain of authority.

E. Representative: Regular classified employee of the New Richmond Board of Education, or a union representative(s) present at a grievance hearing to assist, support, aid, and represent the grievant in the presentation of the grievance.

F. Administrator: The Superintendent or designee.

Step One - If a grievant believes there is a basis for a grievance, the grievant may, within fifteen (15) days after the grievant knows or should have known of an event or condition that the grievant considers a grievance, present the alleged grievance to the grievant's immediate supervisor by conference in an effort to resolve the alleged grievance informally. The Step One grievance meeting shall be held prior to or after the grievant=s work day. If the grievant does not present the alleged grievance to the grievant's immediate supervisor within fifteen (15) days after the grievant knew or should have known the act or condition on which the alleged grievance is based, the alleged grievance shall be considered waived. A notation shall be signed and dated by both parties of interest that a conference regarding the alleged grievance was held. Copies shall go to each person involved. Within five (5) days after presentation of the alleged grievance, the immediate supervisor shall give his/her disposition orally to the grievant in a private conference.

Step Two - If the discussion does not resolve the complaint to the satisfaction of the grievant, the grievant shall have the right to lodge a written grievance with the grievant's immediate supervisor. Such written grievance shall be lodged within five (5) days following the disposition given orally by the immediate supervisor. Within five (5) days after the presentation of the grievance, the supervisor shall give an answer in writing to the grievant.

Step Three - If the grievance is not resolved in Step Two, the grievant may, within five (5) days of receipt of the supervisor's written answer, submit to the Superintendent, or his designee, the answer at Step Two with the original grievance statement. The Superintendent or designee will meet with the grievant or the union representative no later than five (5) days after receipt of the written grievance. The Superintendent or designee shall give the grievant or the union representative an answer in writing no later than five (5) days after the Step Three meeting.

Step Four - In the event that the grievance is not satisfactorily resolved at Step Three, the parties may, by mutual agreement, submit the grievance to mediation by requesting from the Federal Mediation and Conciliation Service the service of a mediator. The parties shall select a mutually agreeable date for the mediation. If the parties cannot agree upon a date, the mediator shall select the date, and both parties will abide by this selection. The mediation hearing shall be informal, with no briefs, transcripts or formal rules of evidence. Each party shall present its case to the mediator, who shall attempt to mediate the grievance after hearing the facts from both parties. Any settlement reached through this process shall be non-precedent setting. If the parties cannot agree on any resolution, the mediator shall provide an advisory opinion to the parties at the conclusion of the hearing. The mediator=s advisory opinion shall be based on facts developed by the

parties that were submitted at the hearing and shall in no way modify or change this agreement. The advisory opinion shall not be used as a precedent or as evidence in an arbitration proceeding. The acceptance or rejection of the mediator=s advisory opinion is voluntary for both parties. The parties shall determine whether or not to accept the advisory opinion within three (3) days of its receipt.

Step Five B In the event that the grievance is not satisfactorily resolved at Step Three or Four, the Union may submit the grievance to arbitration by submitting written notice of the appeal to the American Arbitration Association and the Superintendent. The request for arbitration shall be made with ten (10) days of the one of the following: the conclusion of the mediation or the receipt of the Board=s decision not to participate in mediation. The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association.. The arbitrator shall have the authority to hold hearings and to confer with any person deemed advisable in arriving at his/her decision on the grievance. The arbitrator shall have the power to subpoena witnesses and documents. The arbitrator shall report his/her decision to the grievant, the Union, and the Board in accordance with the rules and regulations of the American Arbitration Association. It is agreed by the parties that the decision of the arbitrator shall be final and binding. Each party shall pay one-half (1/2) of the cost of the arbitration.

20.2 Grievance Forms

A. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement.

B. Such forms must provide for naming of the alleged violation and shall state the contention of the employee or the Union, and shall indicate the relief requested.

C. The agreed to grievance form shall be made available to any employee requesting such either through his/her supervisor or Union representative.

20.3 Time Limit

A. Any grievance not advanced to the next step by the Union within the time limit in that step shall be deemed resolved by the Administration's last answer.

B. Any grievance not answered by the Administration within the time limit in that step shall be considered appealed to the next step of the grievance procedure.

C. Time limits may be extended by the Administration and the Union in writing; the new date shall then prevail.

D. If the grievance is withdrawn or cancelled after a request for arbitration has been made by the Association, and the withdrawal is not pursuant to a settlement between the Board and the Association, the Association shall bear all costs for said withdrawal or cancellation.

ARTICLE 21 - DISCIPLINE

21.1 An employee may be disciplined, including suspended and/or terminated, for just cause, and/or for one or more of the reasons described in Section 3319.081 of the Ohio Revised Code.

21.2 Progressive discipline will ordinarily be followed, except in cases where the presence of the employee on the job or at their work location shall pose a threat to the health and safety of the employee or others or the employee commits an act which is serious enough to warrant suspension or dismissal as determined by the Superintendent. Discipline steps will include the following:

A. Verbal reprimand with a notation placed in the employee=s personnel file.

B. Written reprimand given to the employee with a copy placed in the employee=s personnel file.

C. Short-term disciplinary suspension without pay for a period up to five (5) work days.

D. Long-term disciplinary suspension without pay for a period in excess of five (5) work days.

E. Demotion in pay and/or classification.

F. Employment termination.

While most rules violations would result in progressive discipline, some rules violations are so serious that they may result in immediate contract termination. Those violations include but are not limited to:

A. Insubordination (refusal to comply with expressed, written, or oral instructions).

B. Threatening, using abusive language toward, or striking a supervisor or a member of the citizenry.

C. Fighting with, or physically assaulting a co-worker.

D. Falsification or altering of any employment or other public record, lying or submitting false reports (includes reporting false reasons for absence or tardiness, falsifying time records, giving false information for employment).

E. Reporting to work under the influence of alcohol or any controlled substance unless prescribed by a physician.

F. Consumption of any alcoholic beverage during work hours (including lunch).

G. Use of a controlled substance without prescription during work hours.

H. Possession of any controlled substance (unless legally prescribed) or alcoholic

beverage during work hours.

I. Solicitation to purchase or sell any controlled substance or alcohol during work hours.

J. Attempted or accomplished theft.

K. Serious neglect of duty or other serious acts of nonfeasance, malfeasance, or misfeasance in the performance of duties.

L. More than two (2) accidents in a District vehicle resulting in a citation or determination of fault by the District's insurance carrier within any thirty-six (36) month period.

Misconduct which would ordinarily result in progressive discipline includes but is not limited to:

A. Intimidating, or use of obscene language toward another employee, the Board of Education, a member of the public, or a student.

B. Sleeping on the job.

C. Conduct unbecoming an employee or the District (including the use of profane or vulgar language).

D. Solicitation of any kind during work hours.

E. Excessive or habitual tardiness or absenteeism.

F. Failure to follow prescribed safety rules.

G. Failure to wear required personal protective equipment.

H. Failure to follow required appearance standards.

I. Neglect of duty (any failure to comply with any standard or policy as provided to the employee orally or in writing; a failure of satisfactory performance; causing any loss of time or injury to persons or damage to property); acts of nonfeasance, malfeasance or misfeasance of the duties of the position, not resulting in termination.

Not withstanding the above, the superintendent may accelerate disciplinary measures to any step if the gravity of the offense warrants such action.

21.3 An employee will be entitled to union representation at any meeting which may result in discipline being imposed or at which discipline is imposed.

21.4 Before a suspension or termination of an employee becomes effective, the employee shall be notified in writing of the reason for the proposed disciplinary action and provided a

hearing at which the employee may respond to the proposed disciplinary action. In the case of suspension, the hearing shall be before the Superintendent. In the case of termination, the hearing will be before the Board of Education. The employee shall be entitled to union representation at the hearing. This hearing will be held no later than three (3) working days after receipt of the notice of the proposed disciplinary action. At the superintendent's discretion, the employee may be taken out of service until the hearing provided for herein is held.

21.5 Records of discipline or suspension shall be expunged from an employee's file if no similar offense occurs within a five (5) year period of time, provided, however, that any offense related to sexual harassment and/or to improper sexual conduct with students shall not be expunged.

21.6 Discipline, suspension and termination will be subject solely to the grievance procedure.

21.7 Employees who are disciplined for the negligent and/or improper operation of a district vehicle shall receive similar discipline for their actions as other employees receive for the same action with the same or similar disciplinary record at the time of the incident.

21.8 The terms of this Article supersede and replace the provisions of ORC 3319.081.

ARTICLE 22 - JOB DESCRIPTIONS

22.1 The Union shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.

22.2 Prior to any change in any job description covered under this Agreement, the Union shall be notified of such changes anticipated and the effective date of such change.

22.3 All employees in the bargaining unit shall be provided with a copy of their job description.

22.4 When a new position is created, prior to posting the position, the Board shall provide to the Association President a copy of the job description, wages and benefits for the position, if applicable. This does not create an obligation on the part of the Board to negotiate the terms and conditions of employment of the positions. The Association will retain its right to petition the State Employment Relations Board for the inclusion of the position within the bargaining unit if the Association believes the newly created position falls under Article 2.2 of this Agreement.

ARTICLE 23 - WORK PLACE SAFETY

23.1 Employees will bring safety issues and concerns to the attention of immediate supervisors/administrators as they become known.

ARTICLE 24 - WORKERS' COMPENSATION

24.1 All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising

out of their employment.

24.2 All on the job injuries/accidents shall be reported within 24 hours of the injury/accident by the injured employee to the employee's immediate supervisor. Information regarding filing a claim under Ohio Workers' Compensation Law shall be maintained at the Treasurer's office, and an employee injured on the job may obtain such workers' compensation information from the Treasurer's office.

24.3 Employees off work due to a work related injury who are not using sick leave may have their insurance benefits continued for up to 12 weeks in accordance with the Family Medical Leave Act.

24.4 The provisions of this section are not subject to the grievance procedure.

ARTICLE 25 - OAPSE LEAVE

25.1 The Board agrees to permit duly elected delegates of OAPSE Local 267 leave of three (3) days to attend the OAPSE Annual Delegate Conference with continuity of salary not to exceed two employees.

25.2 In addition to those personal days previously provided for in this Contract, the President and Vice-President of the Union are to have a collective total of seven (7) days excused, non-paid time for OAPSE business. These days may be used by employees who are district and/or state officers of the Union, to attend the Annual Delegate Conference. For purposes of this paragraph, the definition of days shall be normal scheduled days or any portion thereof.

ARTICLE 26 - LAYOFF/RECALL

26.1 If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds or lack of work, the following procedure shall govern such layoff:

A. The number of people affected by reduction in force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position.

B. Whenever it becomes necessary to layoff employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to the present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the order of seniority will be determined as follows:

The first work day on the job as a regular employee in the bargaining unit; then the date of employment application if available and then by chance (coin toss) with the winner being most senior. At the time of these determinations, the Union

President/designee will be present with the individuals involved.

Employees who are laid off, or their job gets abolished from their job classification shall have the right to displace a less senior employee in another classification in which they previously worked for the school district provided the employee desiring to exercise such bumping rights has:

1. More job classification seniority than an employee in the job classification into which the employees wishes to bump;

2. Present ability to perform the essential functions of the classification without additional training or retraining;

3. Any certificates or licenses to perform such work, and,

4. Perform work in and held job classification seniority in the job classification.

C. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

Head Custodians	Head Maintenance
Custodians	Maintenance
Head Cooks	Mechanic
Cooks	Bus Aides
Bus Drivers	Paraprofessional

26.2 The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees on probation and limited contracts shall be laid off before any employee in that classification employed under a continuing contract is laid off.

26.3 Twenty (20) days prior to the effective date of layoff, a list shall be prepared by the Board containing the names, seniority dates and classifications and indicate which employees are to be laid off and given to the President of OAPSE Local #267. Each employee to be laid off shall be individually notified in writing of the anticipated reduction in staff for his/her classification. Each notice of layoff shall state the following:

A. Reasons for the layoff or reduction.

B. The effective date of layoff.

C. A statement advising the employee of his/her rights of reinstatement from the layoff.

26.4 Reinstatement shall be made from this list in reverse order before any new employees are hired in that classification or any employee is reinstated from the limited contract list.

26.5 Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employee standing highest on the layoff list before the next person on the list may be considered. Employees must respond in writing within five (5) working days of receipt of the offer of reinstatement. Any employee who fails to respond within five (5) working days or declines reinstatement shall be removed from the reinstatement list.

26.6 The employee's name shall remain on the appropriate list for a period of twenty-four (24) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

26.7 In the event of a layoff, the Board agrees that non-bargaining unit employees will not be used to replace laid off bargaining unit employees.

26.8 The provisions of this Article supersede and replace the provisions of ORC 3319.081.

ARTICLE 27 - BID PROCEDURE

27.1 When a vacancy occurs in a classification or a location assignment, it shall be posted in a conspicuous place for a period of seven (7) calendar days. In selecting the employee to fill the vacancy, the Board shall apply the following procedure:

A. Employees within the classification of the vacancy who apply for the vacant position shall be considered first.

B. If more than one employee within the same classification requests the position in writing, the employee with the highest seniority in that classification will be considered first for the position. The highest seniority will be determined by the employee=s last continuous date of employment in the classification of the vacancy.

C. If the position is not filled by an employee within the classification of the vacancy, other employees from outside the classification along with outside applicants shall be considered for the vacancy.

27.2 Bid Procedure for Bus Drivers

A. All regularly run routes, including mid-day routes, shall be bid annually at least two (2) weeks prior to the start of school. Mid-day routes shall be considered as regular routes for bidding and all other purposes. The morning and afternoon runs on the same route shall be considered one route. Route packages will be placed in drivers' school mailboxes one week prior to the bidding procedure. On a date selected by the Transportation Supervisor, drivers will bid on their routes starting with the most senior driver and continuing in order, through the seniority list to the least senior driver.

Effective July 1, 2012, after the routes are established, any route that loses one (1) hour or more per day, or is abolished, automatically returns to bidding status from that point down in seniority. Once loss of time occurs, the new bid procedure

must occur within seven (7) business days.

B. If a vacancy occurs after the start of the calendar year (January 1), the vacancy may be filled by a substitute or a new employee and the route shall not be posted until the following summer.

ARTICLE 28 - SICK LEAVE

28.1 Each member of the bargaining unit shall be granted sick leave at the rate equivalent to one and one-quarter (1.25) days per month of completed service to a maximum of fifteen (15) days per year. i.e., a regularly assigned four (4) hour employee will accumulate five (5) hours of sick leave each month. Unused sick leave may accumulate to a maximum of 250 days, not to exceed two thousand (2000) hours. Usage will be allowed in hourly increments, with a minimum of one (1) hour for all employees. Usage after the first hour of usage will be for the actual time used.

28.2 Sick leave will be granted for absence due to personal illness, incapacitation or illness due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

A. For the purpose of using sick leave due to an illness or injury to an employee's immediate family, an employee's immediate family shall include father, mother, husband, wife, child (including step-child) or other relatives who are making their home in the employee's immediate household.

B. For purposes of using sick leave for the death of an employee's immediate family, the employee's immediate family shall include father, mother, brother, sister, husband, wife, child (including step-child), grandchild, in-laws and other relatives who are making their home in the employee's immediate household. An employee may use up to five days sick leave for purposes of death in the employee's immediate family, or any additional time authorized by the Superintendent in his sole discretion.

28.3 The Superintendent reserves the right to request an employee to furnish a physician's statement confirming and justifying the employee's need for sick leave in the event there is some question as to whether or not sick leave benefits are justified.

28.4 In the event a member claims a need to be on sick leave for more than five (5) consecutive days in any school year, the Board shall have the right to require the member to submit to a medical examination by a physician of the Board's choice. In such event, the Board shall pay the full cost of the examination.

ARTICLE 29 - PERSONAL LEAVE

29.1 Employees covered by this agreement shall be provided the hourly equivalent of two (2) unrestricted personal days per school year in accordance with the following provision. The number of hours shall be based on the employee's regular hourly assignment. i.e., an employee regularly assigned to four (4) hours per day shall earn eight (8) hours of

personal leave per year. Personal leave may not be used in lieu of sick leave or to extend a vacation; it may not be taken one (1) work day before or after holidays, Christmas or spring break; it may not be taken on scheduled work days when students are not in attendance; and it may not be taken by school year employees within twenty (20) work days of the start or end of the school year. Usage will be allowed in hourly increments, with a minimum of one (1) hour for all employees. Usage after the first hour of usage will be for the actual time used.

If any emergency occurs on a prohibited day, the employee having an emergency may request personal leave and the request shall state the specific reasons for personal leave. The leave request shall be filed and approved by the employee's immediate supervisor before it can be taken.

29.2 An employee requesting to use personal leave shall submit a personal leave request to the employees' immediate supervisor at least five (5) days prior to the date for which personal leave is being requested, except in an emergency situation.

29.3 During the school year a maximum of (20%) of the employees covered by this agreement in any one building, or in the transportation and maintenance department, may be on personal leave on the same day. This provision may be waived by an employee's immediate supervisor in the event of an emergency situation.

29.4 At the end of each school year, each employee will be entitled to convert any unused personal leave to sick leave.

ARTICLE 30 - LEAVE OF ABSENCE (ORC 3319.13)

30.1 Upon a written request, the Board may grant a leave of absence without pay for a period of not more than two (2) years for educational or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request.

30.2 The employee shall provide a written notice of intent to return on or before April 1 of the year in which the leave is taken, except in the case of medical leave.

30.3 If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee or if he/she is hired by the Board as a regular employee within a year after the employment as a replacement, he/she shall receive credit for the length of service with the Board during such replacement period.

30.4 Any credit awarded to an employee mentioned above shall be in compliance with 3319.13 of the Ohio Revised Code.

30.5 If an employee on leave of absence for other than medical reasons pursuant to this provision wishes to purchase retirement credit for the period of time he/she is on this unpaid leave, he/she shall pay his/her portion of the retirement contribution as well as the Board's portion of the retirement contribution.

30.6 The Board agrees to indemnify and hold the Association harmless against any and all

claims that may arise out of or are in any way related to Section 30.5 of this Agreement.

ARTICLE 31 - JURY DUTY

31.1 Employees covered by this agreement will be released from work with full pay for jury service

ARTICLE 32 - CALAMITY DAYS

32.1 Bargaining unit employees who are not required to report to work on days when schools are closed due to weather conditions or other unexpected reasons shall not suffer any loss of pay as a result of schools being closed. If such days are made up, bargaining unit employees who are not required to work on such days shall be required to work on said make-up days without additional compensation.

32.2 Bargaining unit employees required to report to work on days when schools are closed due to inclement weather or for some other unexpected reason will report to work at their regularly scheduled starting time unless directed to report earlier or later than their regular starting time.

32.3 Any employee called in and required to work on a day that a level three (3) snow emergency has been declared for Clermont County, shall be compensated at two (2) times his/her regular hourly rate of pay for all hours worked on that day.

ARTICLE 33 - CALENDAR COMMITTEE

33.1 The Superintendent shall present the Union President with a copy of the school calendar alternatives he/she is considering for the following school year at least two (2) weeks prior to presenting same to the Board. The Union may provide its input to the Superintendent with regard to its preference on the calendar alternatives or any other suggested calendars which were not presented to it by the Superintendent.

ARTICLE 34 - UNION RIGHTS

34.1 The Union may use the school mail system to transmit union communications.

34.2 If not in use for school purposes and if approved by the appropriate building administrator, the Union may use school buildings for lawful activities.

34.3 The Principal will designate a portion of the bulletin board for union use.

34.4 Agendas of board meetings shall be sent to the OAPSE Local President immediately prior to any board meeting.

34.5 The Union President will be provided a copy of any amendments to Board policy. Board policies are located on the District Website. .

34.6 The Union will have the right of release time for all grievances and meetings called by the Superintendent or his/her designee during an employee's work time.

34.7 Shortly after the start of the year, the Board shall prepare a seniority list for each job classification, showing each employee=s most recent date of hire by the board. The seniority lists shall be made available to the Union.

34.8 The Union Local Representative shall be permitted to confer with employees during the employee's break or lunch periods, provided the Local Representative is not on Board paid working time. The Representative will, upon entering a building owned by the Board, immediately notify the building principal of his/her presence in the building.

34.9 A copy of this agreement shall be distributed to all employees covered by the agreement through their school mailboxes within thirty (30) calendar days after the agreement is signed by the parties hereto or at the time of hire of all new classified employees. The cost of copying shall be shared by the Board and the Union.

ARTICLE 35 - DRESS CODE

35.1 Employees shall be required to dress appropriately for their position and if a uniform is required, the Board will provide the uniforms and pay the cost of the uniforms.

ARTICLE 36 - NO STRIKE

36.1 It is agreed that during the life of this agreement there shall be no lockout on the part of the administration, nor any strike, work stoppage, slowdown or any other interruption of work for any cause whatsoever by the employees or the Union. It is understood that any closing of schools necessitated by economic conditions existing in the school district or mandated or directed by the Board shall not be deemed a lockout pursuant to the provisions of this section.

36.2 The Union agrees that it will not encourage, sanction or approve any strike, work stoppage, slowdown or other interruptions of work during the life of this agreement. On the contrary, the Union will actively discourage and denounce any strike, work stoppage, slowdown or other interruption of work in violation of this agreement.

ARTICLE 37 - CONTINUING EDUCATION PROGRAM

37.1 The Board of Education will fund a continuing education program for members of the bargaining unit and compensate members of the bargaining unit at the rate of $50.00 per quarter hour and $75.00 per semester hour for hours taken in approved courses, provided the members successfully complete additional training. The maximum payment shall be for nine hours per year within a calendar year. The amount paid pursuant to this paragraph shall not exceed the total expenditure established by the Board of Education for this purpose each year. Only a course or courses related to the employee's assignment may be approved by the Superintendent.

37.2 Classes taken for non-credit which will improve the employee's skill/knowledge for their assigned responsibilities will qualify the employee for sixty-five percent (65%) reimbursement for the cost of tuition/registration and/or materials required to complete the class. The amount paid pursuant to this paragraph should not exceed $2,000 per

fiscal year.

Requirements for reimbursement:

A. Submit request on appropriate form four (4) days prior to final registration date.

B. Document satisfactory completion of class.

C. Reimbursement will be made on a timely basis upon receipt of transcript or letter acknowledging successful completion of course work.

37.3 If an employee leaves the New Richmond School District within one (1) year of payment for additional classes, 100% of the tuition reimbursement monies paid to that employee must be repaid to the Board prior to the end of their employment. Should the employee fail to make such payment, the Board may attach and withhold any wages or salary due to the employee for such repayment. Special consideration to waive the requirement to repay the Board could be given by the Superintendent if an employee has cause to leave the district beyond the control or intent of the employee (For example: spouse's relocation to another state).

ARTICLE 38 - CONTINUING EDUCATION AND PROFICIENCY REQUIREMENT FOR SCHOOL BUS DRIVERS

38.1 It is understood that this program's purpose is to keep all bus drivers functioning at a high level of proficiency and enhance the training program.

38.2 The evaluation and contract recommendations of all bus drivers will continue to be based on the adopted evaluation document used by the Transportation Supervisor during the performance of evaluation duties.

38.3 It is agreed that the driver trainer will be paid his/her regular hourly rate while serving in the trainer capacity as assigned by the Transportation Supervisor.

ARTICLE 39 - PERSONNEL FILE

39.1 The personnel file of each employee shall be maintained at the Board's Central Administration Office.

39.2 Employees shall be provided with copies of any derogatory written material before it is placed in the employee's personnel file. The employee shall be given an opportunity to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

39.3 An employee shall have the right to examine and/or obtain copies of any material in the employee's personnel file at a reasonable cost with the exception of material excluded by ORC Section 1347.08.

39.4 Any person who places written materials, or drafts written materials for placement in an employee's file, shall sign the material and signify the date on which such material was

drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

ARTICLE 40 - NO SMOKING

40.1 No employee shall use tobacco products inside any building or vehicle owned or operated by the School District.

ARTICLE 41 - TRANSFERS

41.1 In the event it is necessary to transfer employees as the school district's staffing needs and the efficient operation of the school district's programs may require, the following guidelines will apply:

A. Upon request, a transferred employee will be provided the reasons for the transfer. The reasons for the transfer will not be arbitrary or capricious.

B. An involuntarily transferred employee shall not suffer a reduction in his/her current rate of pay.

C. When the reason for the transfer is not related to a specific employee(s), and/or when qualifications are not a factor, volunteers will be solicited to accomplish the transfer.

ARTICLE 42 - DRUG AND ALCOHOL FREE WORKPLACE

42.1 The Board of Education will comply with all state and federal laws and regulations, including the Drug Free Workplace Act and the U.S. Department of Transportation regulations pertaining to drug and alcohol testing for employees in safety sensitive positions.

42.2 Any employee in the bargaining unit may voluntarily submit to drug testing when given the opportunity by the Board of Education. The Board of Education will pay the full cost of testing.

42.3 In addition to testing required by law, the Board of Education may require an employee to submit to drug or alcohol testing if probable cause is established by observation of witnesses and the appearance of basic signs of drug or alcohol usage, or other reasons to believe that there is substance abuse. The Board of Education will pay the full cost of the testing required and the time for testing.

42.4 Employees who test positive for drug and/or alcohol use as a result of any of the tests described above may be disciplined in accordance with the discipline provisions of this Agreement, provided that any employee employed in a safety sensitive position who tests positive for drug and/or alcohol use shall be subject to immediate termination from the safety sensitive position.

ARTICLE 43 - SHORT-HOUR CAFETERIA EMPLOYEES

43.1 When a regular-hour employee is absent, the position will be offered to short-hour employees working in the building where the absence occurred on a rotational basis.

43.2 The vacancy created by moving a short-hour employee into a regular-hour position as provided above, may be filled by a substitute.

43.3 If no short-hour person in the building wishes to fill the regular-hour vacancy, it may be filled by a substitute. Any employee required to attend a meeting or job function outside of their regular working hours shall be compensated at the applicable rate of pay.

43.4 Employees working banquets and special activities after regular work hours will be compensated at the regular rate of pay.

ARTICLE 44 BUS DRIVER WORK HOURS AND FIELD TRIPS

WORK ASSIGNMENTS

44.1 Through June 30, 2012, the base pay of a driver/bus assistant shall be determined by adding the driver time of the driver's/bus assistant's a.m. routes and p.m. routes and, if a driver/bus assistant has a midday route, the time of the midday route. At the start of a school year a driver's/bus assistant's base pay will be estimated. By no later than the Friday of the last week of September the time of each a.m. route, midday route and p.m. route will be established from time clock records. Once the time of each route is established, a driver's and bus assistant's base pay shall be determined by the established driving times of the driver's/bus assistant's a.m. and p.m. route and midday route. Drivers/bus assistants shall not be assigned to any combination of routes which add up to more than 39 hours per week.

Once the driving times for a bus driver's/bus assistant's route has been established, driver's/bus assistants pay will be prorated for the year to provide for a continuation of pay during the summer months. If, during a particular pay period a driver or bus assistant works more, or fewer, hours in the pay period, as determined by time clock records (not including field trip hours and additional hours assigned by the transportation supervisor), then the driver's/bus assistant's pay will be adjusted accordingly to reflect the actual hours worked.

Drivers shall clock in 20 minutes prior to the schedules start of their morning route and 10 minutes prior to the scheduled start of their afternoon route. Drivers with a midday route shall clock in 10 minutes prior to the scheduled start of the midday route. Drivers will clock out 5 minutes after completing their afternoon route and other duties. This pre-trip and post-trip time is to be used for pre-trip safety inspections, fueling the bus and keeping the buses clean inside and out. Drivers with morning and afternoon routes shall be paid for 35 minutes, and drivers with morning, afternoon and midday routes shall be paid for 45 minutes, for performing these pre-trip duties.

Bus assistants shall clock in 5 minutes prior to the scheduled start time of their a.m., midday and p.m. routes, and shall clock out 5 minutes after returning in the afternoon.

Beginning July 1, 2012, transportation employees shall be paid in accordance with the provisions of Article 56.

Due to absence of midday driver, all drivers will be listed by seniority on a midday list. Said midday shall be offered by continuous seniority rotation. After all drivers on the list have been offered an available midday in rotating order, any midday not filled may be assigned to a substitute. However, if a driver is not given a midday route to which they would have been entitled, that driver shall be placed at the top of the list for the next available midday route.

Sick leave usage will be allowed in hourly increments, with a minimum of one (1) hour for all employees. Usage after the first hour of usage will be for the actual time used.

After a driver/bus assistant has used a combination of sick days totaling five days (two half days equal one full day), in a school year which are not supported by a doctor's statement or approval of Transportation Supervisor shall be considered UNEXCUSED and the driver/bus assistant will not be paid for the day.

FIELD TRIPS

44.2 During the term of this Agreement the rate of pay for drivers assigned to field trips shall be $11.35 per hour, except for overnight trips, for which the maximum pay shall be $130.00per day, plus expenses. All rates are effective on ratification of the contract.

44.3 All drivers will be listed by seniority on the field trip list. Field trips shall be offered by continuous seniority rotation. After all drivers on the list have been offered all field trips in rotating order, any field trip not selected may be assigned to a substitute.

44.4 Current rotation shall be posted in a place visible to all drivers.

44.5 Drivers shall not be assigned to field trips which conflict with their regular routes.

44.6 In the event the field trip is canceled after the driver reports to the point of departure, the driver will receive two hours pay at the field trip rate.

ROUTE SHEET PREPARATION COMPENSATION

44.7 Each bus driver will be paid for the time required to prepare their initial routing paperwork at the beginning of each school year. The route sheet must be completed and submitted to the Transportation Supervisor no later than October 1st. All work shall be completed while on the time clock, and shall be completed at the Transportation Offices.

44.8 Upon the prior written approval of the Transportation Supervisor, if a route needs to be adjusted by the driver outside of their regular work day, a driver will be paid for the time actually required to complete the adjustment. The driver will clock in/out during the time spent adjusting the route.

ARTICLE 45 - HOLIDAYS

45.1 The Board of Education shall grant eight (8) paid holidays annually to all eleven (11) and twelve (12) month employees. The holidays are: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day and Independence Day.

The Board of Education shall grant six (6) paid holidays annually to all other classified personnel. The holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day, Thanksgiving Day and Christmas Day.

The work calendar for all classified employees shall be established annually by the Board of Education.

45.2 Classified employees shall not be required to work on the following days:

A. The day after Thanksgiving.
B. Two days during the Christmas or spring recess, in addition to Christmas and New Year's Day.
C. Good Friday (without pay unless eleven or twelve month employee).

45.3 All custodians scheduled to work twelve months shall work 260 days during the twelve-month period, but may take the day off after Thanksgiving and Christmas without pay if they desire.

ARTICLE 46 - VACATIONS

46.1 Vacations shall be granted to the classified employees who qualify under the Ohio Revised Code as follows:

After completing one year of service through nine years of service - 2 weeks.

After completing ten years of service through seventeen years of service - 3 weeks.

After completing eighteen years of service - 4 weeks.
Vacation days shall be approved by the employee's immediate supervisor.

Employees may carry over a maximum of five (5) vacation days from year to year.

46.2 Vacation leave days will be converted to hours based upon the number of hours the employee is entitled to as of July 1, 2011. Usage will be allowed in hourly increments, with a minimum of one (1) hour for all employees. Usage after the first hour of usage will be for the actual time used.

ARTICLE 47 - SEVERANCE PAY

47.1 The Board shall provide severance pay to members of the bargaining unit upon their retirement from the District who meet the following conditions:

A. Ten years of service in the New Richmond Exempted Village School District or with the state or any of its political subdivisions.

B. Participation in and receipt of benefits from SERS at the time of retirement from the District.

47.2 Employees entitled to severance pay under this Article shall receive as severance pay a sum equal to one-fourth of his/her accumulated but unused sick leave, to a maximum of four hundred and sixty-four (464) hours. In the event the teachers negotiate an early retirement incentive buyout, the Board and the Union will meet to negotiate a buyout for the employees covered by this Agreement.

47.3 The Board will implement the annuitization of retirement deductions in line with requirements and specifications of the IRS/SERS.

47.4 SERS Pick-up/SERS CONTRIBUTION LEVELS

For tax sheltering purposes only, the Board shall designate and consider (i.e., "pick-up") each employee's mandatory contribution to the School Employees' Retirement system of Ohio, as deferred salary paid by the Board. The amount of an employee's income reported by the Board as subject to Federal and Ohio income tax, shall be the employee's total gross income reduced by the amount of the employee's mandatory contribution to the School Employees' Retirement System of Ohio. No employee's total earnings paid by the Board shall be increased by application of this Section, nor shall the Board's contribution to the School Employees' Retirement System of Ohio or any other cost be increased thereby. The Association agrees that the Board assumes no other or further liability to any person or entity under this Section, and that the definition of current and/or deferred income subject to taxation is determined solely by the Internal Revenue Service and Ohio taxing authorities. The Board shall have the right to immediately and unilaterally discontinue all of its obligations under this Section, if so ordered by the School Employees' Retirement System of Ohio and/or the Internal Revenue Service and Ohio taxing authorities, notwithstanding any provision contained in this Agreement to the contrary. The Ohio Attorney General and rules of the School Employees' Retirement System of Ohio, and such rules as the aforementioned agencies including Ohio taxing authorities, may subsequently issue are applicable to the Board notwithstanding any provision set forth in this Section. The "pick-up" amount shall be included in the employee's annual base salary for purposes of computing weekly rates of pay, daily rates of pay, hourly rates of pay, and for determining pay or salary due to absence or for any other purpose under this Agreement.

ARTICLE 48 - SALARY

48.1 The Board of Education shall implement a zero percent increase and a step freeze for each year of this Agreement. The salary schedule for all three years of this contract is attached hereto.

ARTICLE 49 - SALARY SCHEDULE PLACEMENT

49.1 The Board of Education reserves the right to evaluate outside experience for each job

classification. Employees without experience will begin at Step One (1). New employees with similar work experience for their job classification shall be evaluated by the Superintendent and placed on the respective salary schedule at a step no higher than one step for each three years of similar experience, to a maximum of no higher than the fourth step.

49.2 Any new employee who has worked one hundred twenty (120) days as a substitute New Richmond employee in the same classification within the two (2) years prior to date of hire will be placed on no lower that the second step and no higher than the fourth step of the respective hourly wage rate.

ARTICLE 50 - INSURANCE BENEFITS

50.1 Effective July 1, 2011, the Board will provide the health, dental and drug insurance available through the Clermont County Health Consortium or it's equivalent with the Board contributing Ninety Percent (90%) of the cost of the premium for said coverage with the employee contributing Ten Percent (10%) of the cost of the premium for these benefits. In order to be eligible for these insurance benefits beginning June 30, 1999, employees must be regularly scheduled to work 30 hours per week, except those bus drivers and custodians employed by the Board on December 31, 1991 and who were receiving insurance benefits from the Board on that date, shall continue to be eligible for these benefits if working less than 30 hours per week as long as they are assigned a regular bus run or regular custodial duties.

50.2 Employees regularly scheduled to work at least twenty (20) but less than thirty (30) hours a week will be eligible to receive health, dental and life insurances with the Board contributing an amount equal to the amount it pays for the single premium for said insurance.

50.3 Any employee on a medical leave without pay shall remain on the group insurance plans listed above, provided said employee pays to the Treasurer monthly in advance, the full premium due for the coverage he/she wishes to maintain.

50.4 Employees working less than twenty (20) hours per week will not be eligible for dental, health, and life insurance.

50.5 The Board of Education shall provide only one family plan for any insurance benefit set forth in this Contract where two members of the same immediate family are employed by the Board except for life insurance which shall be provided to each member of the bargaining unit.

50.6 The Board shall provide group term life insurance in the amount of $37,500.00.

50.7 Any employee who is eligible to take insurance benefits and who does not have any portion of his health, dental or drug insurance paid by the Board, and who is not on an unpaid leave of absence, shall receive a $175.00 per month bonus if that person is eligible to receive a family plan or a $100.00 per month bonus if that person is eligible to receive a single plan for each month he/she does not take insurance of any kind from the Board except life insurance.

50.8 Any employee receiving a bonus payment as provided above and who involuntarily loses other insurance coverage because of the unemployment of his/her spouse, death of his/her spouse or divorce from his/her spouse, shall be permitted to enroll in the Board insurance programs provided the insurance carrier agrees to accept them.

50.9 An employee wishing to enroll in an insurance program after electing to accept the bonus as provided above shall provide the Treasurer with a written request to be included under the Board insurance coverage and the Board's obligation to provide the bonus as set forth above shall cease effective with the employee's inclusion on the Board insurance coverage by the insurance carrier or the employee's coverage through a spouse's taking coverage through the Clermont County Health Trust.

50.10 Married couples within Clermont County Health Trust will accept two singles or one family policy with the School District paying 100% of the cost (no co-pay/payroll deduction) with the employee enrolling in the school district of their preference. However, any employee for whom the Board pays any portion of the coverage while covered through another district will not be eligible for the bonus payment in 50.8.

ARTICLE 51 - ATTENDANCE BONUS

51.1 The Board shall pay a quarterly attendance bonus to employees covered by this Agreement as follows:

A. The four quarters shall be for the time period from: 9/1-11/30; 12/1-2/28(9); 3/1-5/31; 6/1-8/31.

B. Nine month employees shall not be eligible for the bonus for the 6/1-8/31 quarter.

C. The quarterly attendance bonus shall be $75.00 per quarter, and shall be paid to an employee who does not use any sick leave or personal leave during a quarter.

ARTICLE 52 - ATTENDANCE BY CHILDREN OF CLASSIFIED EMPLOYEES

52.1 School aged children of employees covered by this agreement who are not residents of the School District shall be eligible to attend the New Richmond Schools without payment of tuition charges, provided the employee files an application with the superintendent by August 1 preceding each school year indicating that the employee wishes his/her children to attend New Richmond Schools, if New Richmond is currently offering the services needed by the student(s), and the superintendent determines that there is space available for the employee's child to attend the New Richmond Schools. This section does not apply so long as the District offers open enrollment.

ARTICLE 53 - SUBCONTRACTING

53.1 The Board agrees, except as provided in paragraph B below, that from the date of the execution of this Agreement until the term of Agreement expires it will not contract with a private or public entity to provide services or perform duties which are currently

provided or performed by members of the bargaining unit.

53.2 The parties recognize and acknowledge that the Board currently contracts with private entities to perform work under such circumstances as when the Board's employees are not qualified to perform the work; or when the Board does not have sufficient employees or the proper equipment to perform the work. The Board reserves the right to continue to contract for such work, and the parties agree that the provisions of paragraph A above do not apply to the contracting described in this paragraph. Such contracting shall not result in a loss of any regular work hours for employees covered by this Agreement.

ARTICLE 54 - MISCELLANEOUS

54.1 The Board reserves the right to participate in JTPYA and/or OWA job training programs. The Board agrees that no employee covered by this agreement will have his/her regular work hours reduced as a result of the use of JTPYA and/or OWA participants.

54.2 When work becomes available which is not part of the regular duties of any of the classifications covered by this agreement (e.g. bus driver trainer, calling substitutes), such work shall be posted and filled in accordance with Article 27 of this agreement.

ARTICLE 55 – DIRECT DEPOSIT

All employees hired after July 1, 2005 and all other employees who elect to utilize direct deposit in September 2005 and thereafter will continue on direct deposit for the life of the contract.

ARTICLE 56 – PAYROLL

For the 2011-12 school year, bargaining unit members shall be paid in twenty-five (25) pays with the first pay taking place on September 2, 2011. For the 2012-2013 school year and thereafter, bargaining unit members shall be paid in twenty-four (24) pays.

When a regular payday occurs within a weekend, the pay shall be advanced to the Friday prior to the weekend.

This section shall apply to transportation employees until July 1, 2012. On July 1, 2012, and thereafter, the base pay of a transportation employees shall be determined through the time clock system. Drivers shall be paid on the fifteenth (15th)and the last day each month for hours worked in the previous bi-monthly pay period.

ARTICLE 57 – BACKGROUND CHECKS

Employees will pay the costs assessed for any background checks, either through the F.B.I. or B.C.I.I.

ARTICLE 58 - DURATION

58.1 This contract shall become effective on the date executed by the parties, and shall expire on the thirtieth day of June, 2014

This contract was executed on the _____ day _____ of 2011.

Lisa Workman
President

President

Secretary

Teresa S. Nagui
Treasurer

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

NEW RICHMOND EXEMPTED VILLAGE BOARD OF EDUCATION

NEW RICHMOND EXEMPTED VILLAGE BOARD OF EDUCATION
Effective July 1, 2011 through June 30, 2014

OAPSE CONTRACT - SALARY SCHEDULES

Custodians

Shift 1

1	$13.74
2	$14.01
3	$14.29
4	$14.57
5	$14.85
6	$15.14
7	$15.41
8	$15.69
9	$15.96
10	$16.24
11	$16.51
12	$16.79
13	$16.82
14	$16.87
15	$17.15
20	$17.26

Shift 2

1	$13.83
2	$14.10
3	$14.37
4	$14.65
5	$14.92
6	$15.21
7	$15.49
8	$15.77
9	$16.04
10	$16.32
11	$16.60
12	$16.88
13	$16.92
14	$16.96
15	$17.23
20	$17.35

MEMORANDUM OF UNDERSTANDING

The Board of Education agrees that, in the event during the term of this Agreement the Union provides proof that 90% or more of the employees in the bargaining unit are dues paying members of the Union, a fair share fee will be implemented and deducted within 30 days of said proof being provided pursuant to terms and conditions agreed upon by the Board and the Union, from the employees covered by this Agreement who are not members of the Union.