

NEGOTIATED AGREEMENT

between the

**RIVER VIEW LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**RIVER VIEW EDUCATION ASSOCIATION
PARAPROFESSIONALS**

August 1,2024 – July 31,2027

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ARTICLE 1 - RECOGNITION

- A. The River View Local School District Board of Education, hereinafter called the "Board ", hereby recognizes the River View Education Association Paraprofessionals, an OEA/NEA affiliate, hereinafter called the "Union" as the sole and exclusive representative for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code and all other employment related matters.

Recognition of the Union shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of Ohio Rev. Chapter 4117.

- B. The bargaining unit shall include all paraprofessional employees currently employed or to be employed, excluding the Superintendent, Treasurer, all administrators, management level employees, supervisory employees, confidential employees, other non-teaching employees and employees in any other bargaining unit.

Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s) or employee(s).

- C. All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified.
- D. All work currently performed by bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work, and shall not be subcontracted or assigned outside of the bargaining unit. If the Board believes it has the need to subcontract for a paraprofessional outside of the bargaining unit due to special extenuating circumstances, the Superintendent shall notify the Union President in writing. At that time the Union and Board will negotiate inclusion or exclusion of said positions.
- E. The Union agrees that the management of the business and operation of the school and the authority to execute all the various duties, functions and responsibilities incidental thereto, is vested in the administration. The exercise of such authority shall not conflict with this Agreement.

ARTICLE 2 – DEFINITIONS

- A. “Day” will mean any day when the District central administrative office is open.
- B. “Regular full-time employee” is one who works six (6) or more hours per day, five (5) days per week.
- C. “Part-time employee” are those who work less than six (6) hours per day and/or less than five (5) days per week.
- D. “Seniority” shall be defined as the uninterrupted length of continuous service with the Board from the latest date of hire.

1. The Board will establish a seniority list to send to the Association President on or before September 30 each contract year.
2. Seniority lists will be revised at the start of the school year.
3. Only regular full-time or regular part-time employees shall accumulate seniority.
4. Substitute employees and casual part-time employees shall not accumulate seniority.
5. Equal Seniority.
 - a. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit.
 - b. Ties in seniority shall be broken by the flip of a coin or any other random selection procedure as mutually agreed. This procedure shall be implemented in the presence of a designated Association representative and the affected employees. The coin flip is final and determines the employees' relative seniority.
6. Authorized unpaid leaves of absence of more than twelve (12) consecutive weeks and any period of layoff under Article 9 of this Agreement shall not constitute an interruption of continuous service, nor count toward the accumulation of seniority.
7. Seniority shall be broken when an employee:
 - a. Quits or resigns;
 - b. Is terminated or nonrenewed; or
 - c. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the employer sends the employee notice by registered mail.

ARTICLE 3 – NEGOTIATIONS PROCEDURES

A. Procedure

1. Negotiations shall begin no sooner than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than sixty (60) days prior to the expiration of the current contract, unless both parties agree to a later date, to exchange initial proposal documents and to set dates and procedures for the ensuing meetings.
2. Meetings shall be scheduled so as not to interfere with normal work schedules of employees. If meetings are requested by the Board during normal work hours, the employee will be paid his regular daily wages. Meetings scheduled for after work hours shall not be held for longer than four (4) hours unless an extension is mutually agreed upon.

B. Exchange of Information

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.

C. Scope of Bargaining

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the Board and the Association, except as otherwise specified in this section.

D. Submission of Issues

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

E. Representation

Each party shall determine their own negotiation representatives. The Board and the Union shall be represented by no more than five (5) members each at the negotiating table. Either party at its option may be represented by one member who is not an employee of the Board or a member of the Board with such outside representation being included in the total of five (5) members of the bargaining team; however, outside representation must remain the same for the duration of the negotiations. One (1) non-participating observer may attend for either party.

F. Consultants and Committees

1. Consultants may be used by either party and are the financial responsibility of the party requesting such service.
2. Committees may be appointed by mutual agreement to study, research and make recommendations on matters under consideration. Reports shall be made to both parties and costs for such service will be shared jointly.

G. Negotiations Procedures

1. Meetings

Negotiation meetings shall be held at a mutually agreed upon site but must have adequate space for all present and separate rooms for caucus. Meetings shall be closed to the public.

2. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable amount of time, not to exceed thirty (30) minutes, in which to caucus in privacy, unless mutually agreed upon.

3. Item Agreement

As negotiated items are agreed upon, they shall be reduced in writing and signed by the chief negotiator of each party at the time of agreement. Such signing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

4. No Strike – No Lockout

The Union agrees that it will not encourage, sanction or approve any strike, lockout, stoppage, slowdown or other interruption of work growing out of any dispute which is

subject to the grievance procedure under the terms of this Agreement or any other related organizations. Nothing in this section prohibits members from participating in Union activities related to said grievances as long as those activities do not disrupt the scheduled work hours.

H. Agreement

1. When item agreement has been reached on all items of the negotiations, the items agreements shall be assembled in document form. Both parties shall review the document together to determine its accuracy. If the agreement is then in proper form, it shall be submitted to the Union and the Board for ratification and adoption. When ratified by both the Union and the Board, the agreement shall become part of the official Board minutes and binding on both parties. Said agreement shall be signed by the Board's representatives and by the Union's representatives.
2. 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.

I. Disagreement

1. In the event an Agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse.
2. Impasse is when neither party can agree to certain items being negotiated prior to the expiration date of the current contract.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings is declared on all the issues where agreement has not been reached by either party.
4. The parties shall jointly prepare a request for the Mediator and direct such request to the Federal Mediation and Conciliation Service.
5. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
6. The Mediator has no authority to bind either party to any agreements.
7. In the event that agreement is not reached, and no mutually agreed upon extension of the contract expiration date is agreed, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

J. Acknowledge Negotiations Opportunity

1. The Board and Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

2. Therefore, for the life of this Agreement, the Board and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
3. The Article shall not operate to bar negotiations over any subject or matter which the Board and the Union mutually agree to negotiate.

K. Publication of the Agreement

The final copy of the Negotiated Agreement shall be prepared jointly and presented in booklet and digital form. The costs of publishing the Agreement shall be shared equally by the parties.

ARTICLE 4 – GRIEVANCE PROCEDURE

A. Grievances

1. A “grievance” is a claim of violation, misinterpretation or misapplication of the provisions of this Agreement.
2. The “grievant” is the bargaining unit member(s) asserting the grievance. A group grievance may be initiated by the Association on an alleged violation that affects two or more bargaining unit members.
3. The number of days indicated at each level shall be considered as maximum and failure of the grievant to meet a time limit shall result in waiver of the grievance. Failure of the employer to respond within the time limit will advance the grievance to the next level. The time limits may be extended by mutual consent in writing, by both parties.
4. At each level of the formal grievance procedure, the Union shall indicate, on forms provided by the Union, those authorized by the Union as grievance representatives at that level.
5. All parties shall receive a copy of the grievance response at all levels.
6. The grievance shall be reduced to writing and include:
 - a. The identity of the grievant(s);
 - b. A brief written statement setting forth the facts underlying the alleged violation;
 - c. Identification of the Article(s) and Section(s) of the Agreement allegedly violated;
 - d. The relief sought;
 - e. The date the alleged violation occurred; and,
 - f. The date of filing the grievance.

7. The bargaining unit member and/or administrator has the right to be represented by a representative or counsel of his/her choice. However, no grievance will be adjusted without an Association representative in attendance.
8. No grievance will be submitted to arbitration without the consent of the Association.
9. A grievance may be initiated at Level Two when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.
10. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations of the Board.
11. Nothing contained in this procedure shall be construed as limiting the individual rights of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
12. Nothing contained in this procedure shall be construed as limiting the rights of a bargaining unit member from using other professional or legal rights permitted under law in resolving a complaint or problem unless otherwise expressly waived in this Agreement.

B. Procedure

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Grievances shall be presented in accordance with the procedures outlined as follows:

1. Informal Procedure

The grievant shall first discuss the matter with the administrator or immediate supervisor concerned with the objective of resolving the matter informally. When taking this step in the grievance procedure, the grievant will tell the administrator or immediate supervisor that the conversation is the informal step of the grievance procedure.

2. Formal Procedure

- a. Level One: If the matter is not resolved informally, the grievance shall be submitted in writing to the administrator or immediate supervisor being grieved against. If such grievance is not filed within thirty (30) days following the act or condition upon which said grievance is based or should have been known to the grievant based on his/her exercise of reasonable diligence, the grievance shall be considered waived and no longer exist.
- b. The administrator or immediate supervisor shall, within ten (10) days after receiving the grievance, give the grievant his/her written answer, with a copy to the Union President.
- c. Level Two: Within ten (10) days after receipt of the written answer required at Level One, the grievance may be referred, in writing, to the Superintendent. The Superintendent shall, within ten (10) days after receipt of the grievance meet with the grievant. Within ten (10) days after such meeting, the Superintendent will give the grievant, the appropriate administrator, and the Union President his/her

written answer.

- d. Level Three: Within ten (10) days after receipt of the written answer at Level Two, the grievance may be referred, in writing, to the Board through the Superintendent for a hearing before the Board in executive session at the next regularly scheduled board meeting. Within ten (10) days of such meeting, the Board President will give the grievant, the Superintendent, and the Union President his/her written answer.

3. Arbitration

- a. Within ten (10) days of receipt of the Superintendent's decision at Level Two, the Union may submit the grievance to arbitration. The Union shall notify the Board that arbitration will take place, and also notify the American Arbitration Association ("AAA") within ten (10) workdays. The arbitrator shall be chosen using the Voluntary Labor Arbitration Rules of the AAA.
- b. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall have no authority to rule contrary to the law of the State of Ohio or to decide issues not submitted to arbitration.
- c. The arbitrator shall issue his/her recommendation to the parties within thirty (30) days after the close of the arbitration hearing. Thereafter, each party shall accept or reject the arbitrator's recommendation within fifteen (15) days, in writing, to the other party.
- d. The cost of such arbitration shall be shared equally by the Board and the Union. The Union shall retain the right to withdraw at any point in the proceedings.

ARTICLE 5 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The president of the Association or his/her designee shall have the right to visit all schools in the District for the purpose of carrying out Association business. Such visits shall not conflict with their normal duties. Visiting regulations must be followed.
- B. The Association shall assist in the social orientation of the new members to the system. The Association may address the bargaining unit members at a mutually agreed upon time for up to one hour at the District's general meeting the first day of the school year. The Board shall make available the names and addresses of the new bargaining unit members no later than two weeks prior to the opening of school. Such information shall only be for the use of the Association.
- C. Upon request, the District shall provide the following bargaining unit member information, in an electronic format compatible with Microsoft Excel, to the designated Association.
 1. Name
 2. Home address
 3. All phone numbers provided to the District

4. Work site
 5. Grade level and/or assignment
 6. Date of hire
 7. Seniority date
 8. Full time or part time status
 9. Employment Status (e.g. limited contract, continuing contract)
 10. Type of Credential
- D. The Association shall be provided bulletin board space in the staff lounge in each school for the posting of notices and other materials relating to Association activities. The bulletin board space shall be identified with the name of the Association. The Association Building Representative has the responsibility of maintaining the bulletin board.
 - E. Representatives of the Association shall be permitted to transact Association business on school property at reasonable times before and after school, and during lunch.
 - F. The Association Building Representative or his/her designee may use individual school office equipment and audio-visual equipment when such equipment is not otherwise in use. Consumable materials shall be paid for by the Association; and also any repairs for broken equipment occurring during use by the Association.
 - G. Upon request, the Association shall be provided a place on the agenda to address the Board at regular school board meetings.
 - H. The Association may use staff mailboxes to distribute materials.
 - I. The Association may use a school building for its official membership and executive committee meetings after hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings. Arrangements shall be made with the building principal. No fees will be charged for such use.
 - J. Copies of the Board's Policy Book shall be available online.
 - K. The Association may represent the bargaining unit member on any and all employment related matters.

ARTICLE 6 – INDIVIDUAL RIGHTS

- A. Bargaining unit members are to use social networking platforms in a professional manner that does not jeopardize relationships with students, parents, or other staff members. It is understood that using this medium to criticize administration and Board of Education decisions or actions is unacceptable and inappropriate.
- B. The Board agrees that bargaining unit members may wear insignia, pins, or other identification of membership in the Association on school premises.
- C. Personnel Files
 1. There shall be one personnel file for each member of the bargaining unit. Such file will be housed in the central administration offices of the District.

2. The contents of the personnel file shall be limited to items relating to work performance, discipline, routine financial or personnel data, and other employment-related records required to be kept for employees under State or federal law.
3. No items shall be placed in the personnel file of any bargaining unit member without notice to the employee. All records relating to employee discipline or evaluation placed in the personnel file shall be signed and dated by the supervisor submitting the record and the bargaining unit member shall receive a copy of same. No anonymous documents may be placed in the personnel file.
4. The bargaining unit member and his/her Union representative shall be provided access to the personnel file during normal business hours.
5. Each employee's personnel file shall contain a notation of every person who have been provided with copies of records from an employee's file pursuant to a public records request submitted under R.C. 149.43.
6. Any reprimands or other disciplinary material shall be removed from the member's personnel file on the third anniversary of placement in the file if no other reprimand or disciplinary material has been placed in the employee's file in the intervening time, upon written request by the employee and approval of the Superintendent.

ARTICLE 7 – WORKING CONDITIONS/PERSONNEL PROVISIONS

A. Substitute Teaching

1. A paraprofessional covering a class as a substitute teacher for the day will be paid at the higher of either the substitute teacher rate or their regular daily rate of pay as a paraprofessional for the day. Substitute teaching may occur for, and be compensated at, a half-day rate. Substitute time must be submitted to the building principal on a timesheet.
2. Temporary classroom supervision will not be considered substituting. This provision only applies when a paraprofessional is substituting for a teacher in the teacher's reported absence.
3. Substitute assignment shall be determined by the following process:
 - a. Priority goes to those who typically serve that class and/or grade level.
 - b. Paraprofessionals who have a 1-1 special needs student cannot substitute if their student is in attendance that day.
 - c. Administrator discretion will determine who fills the role after the above measures are followed.

- B. All employees shall be paid their regular rate of pay for all time lost when the schools in which they are employed are closed owing to an epidemic or other public calamity. Nothing in this section shall be construed as requiring payment in excess of an employee's regular wage rate for any time worked while the school in which the employee is employed is officially closed for the

reasons set forth in this section.

- C. For overtime purposes, the Board and the Association will abide by the standard work week of forty (40) hours from 12:01 a.m. Monday through 12:00 midnight the following Sunday. Overtime will be paid at the time and one-half rate for any time worked over forty (40) hours in one week.
- D. The Board shall make every reasonable effort to schedule students at the beginning of each school year in a manner that achieves the following class sizes objectives (including general education and inclusion students):
 - 1. Study Hall Coverage: Forty (40) students per one (1) paraprofessional
 - 2. Playground Coverage: One hundred twenty (120) students per three (3) supervising adults (including paraprofessionals and/or other staff).

E. Evaluation

- 1. At least two (2) evaluations will be conducted during an employee's first year of employment as a paraprofessional, unless fewer are deemed necessary by administration. At least one (1) written evaluation of each employee's performance in his/her position shall be completed in those years when a two-year limited contract expires. For those members on a continuing contract, at least one (1) evaluation shall be completed every five (5) years. Notice shall be given to employees that they are up for evaluation as set forth herein at the beginning of that school year.
- 2. Additional evaluations may be conducted as deemed necessary by the employee's supervisor. The supervisor will provide the employee with ten (10) days' notice of any decision to conduct an additional evaluation of the employee under this provision.
- 3. Such evaluation shall be performed on each employee prior to May 15 by using the Board-approved evaluation form. The initial form shall be developed by a joint committee of 3 members appointed by the Association and 3 members appointed by the Superintendent. Once developed and approved by the Board, should either side request changes, the requesting party shall notify the other party and begin discussions within 20 working days of the request.
- 4. All evaluations shall be reduced to writing, and a copy shall be given to each employee. The employee shall sign and be given a copy of the evaluation report form. In no event shall the employee's signature be construed to mean that he/she agrees with the contents of the evaluation. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.
- 5. All written evaluation documents are to be placed in the employee's personnel file.

F. Administering Medication

Employees will not be required to administer medication except to the extent required by law, required by an individual educational plan of a special education student or administered pursuant to Board Policy. Training by the school nurse or other qualified medical practitioner shall be provided prior to the administration of any medication by an employee.

G. Probationary Period and Employee Contracts

1. All employees new to the River View Local School District shall receive up to a one (1) year contract ending on June 30 of that school year. The first year of service shall be considered a probationary period, with the Board retaining the right to terminate the employee's service at any time during the period by Board resolution and notice to the employee. The employee shall not have the right to resort to the grievance procedure or any other legal avenues to challenge his or her termination during the probationary period.
2. At the end of the initial year of employment, the employee, if she or he is retained, their three subsequent contracts shall be for a period of two (2) years each. If any two year contract is to be recommended for nonrenewal, the employee will be given written notice of the nonrenewal in advance of Board action nonrenewing the contract.
3. All employees who are reemployed after completion of the initial one-year probationary contract and three two-year limited contracts shall be granted a continuing contract.
4. This Section C shall supersede the provisions of R.C. 3319.081 and shall be subject to the grievance procedure.

H. Periodic Safety and Regulatory Compliance Requirement Training Development

1. Employees shall complete required state and/or federal mandated safety and regulatory compliance requirement trainings through an on-line training program designated by the Superintendent. Such training shall be at no cost to the employee.
2. Employees will be provided with notification by e-mail by the Superintendent or designee of the training course(s) they are required to complete outside the normal workday. Employees will be provided sufficient notice so as to permit completion of such on-line training in a timely manner.
3. Once an employee has completed a training module, s/he may print out the transcript as evidence of completion.
4. Employees will be provided release time to complete on-line training modules. Employees will be compensated at the straight time hourly rate for time spent on each on-line training module outside of release time.
5. Employees may take other training modules outside of the required training designated by the Superintendent without additional pay. Such additional training must be approved in advance, in writing, by the employee's supervisor.

ARTICLE 8 – JOB OPENING/BID PROCEDURE

- A. When the District administration has determined to fill a vacant position the job opening shall be posted for three (3) work days and state the final date for receipt of applications. The job notice shall specify the title of the position, job qualifications, hours, rate of pay, and location. This notice shall be e-mailed to employees during the school year and sent by a messaging service (that employees choose to opt in to) and District email outside the school year. To be eligible to bid on

job openings, employees may not be on a leave of absence other than FMLA or other Board-approved leave of absence.

- B. Regular employees interested in a job opening shall respond in writing to the Superintendent or designee and are entitled to an interview before the opening is filled.
- C. Vacant positions will be awarded based upon qualification for the position as set forth in the job posting, as determined in the sole discretion of the Superintendent. Where qualifications are equal, the position shall go to the most senior applicant.
- D. During a probationary period of thirty (30) days, the administration and/or the newly assigned person may request the return to their prior position.

ARTICLE 9 – REDUCTION IN FORCE

- A. The Board shall accomplish any necessary reduction in the number of employees through attrition (i.e. retirement, voluntary resignation) before any suspension of contracts. When it becomes necessary to reduce the number of employees in a job classification or the hours worked by an employee due to abolishment of positions, lack of funds, lack of work, return to duty of regular employees after leave of absence, by reason of suspension of schools or territorial changes affecting the District, or other reasons as determined by the Board, the following procedure may govern such layoff.

At least twenty (20) days prior to the date of Board action on the anticipated layoff, the Superintendent shall notify the Union President in writing of the number of employees affected by the layoff, and for a partial RIF of an employee, the anticipated reduction in hours, and the most current master seniority list containing names, seniority dates and order of seniority.

- B. The Board shall determine the number of employees to be laid off, and for a partial layoff of an employee, the number of hours to be reduced. In the event of layoff, employees on probation shall be laid off before any employee employed on permanent status is laid off.
- C. Notice of the anticipated RIF shall be provided in writing to each affected employee at least ten (10) days prior to date of Board action on the RIF, setting forth the basis for the RIF and the effective date of the RIF.
- D. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off by action of the Board. Laid off employees shall have the right to bump the least senior employee in the same classification who has the same number of hours. Bumping rights must be exercised in writing within five (5) calendar days from the date the employee receives the notice of layoff from the Board or said bumping rights are deemed waived.
- E. Recall from Layoff shall be in inverse order of district seniority.

No employee on recall shall be offered a vacant position with the Board until currently employed employees within that classification only have exhausted their right to bid on a vacancy in accordance with Article 7 of the Agreement.

Recalls which occur in the classification of layoff shall be offered to the employee standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list. Recalled employees must report for work within five (5) days of notification unless an employee is in need of sick leave or bereavement leave for which an extension is granted by Administration.

- F. The employee's name shall remain on the appropriate list for a period of two (2) years 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.

ARTICLE 10 – COMPLAINTS AGAINST EMPLOYEES

- A. When a complaint is made to the Board or any of its members or school administrators by a person concerning an employee's conduct or other activities that relate to the employee's employment duties, the employee shall be informed of the complaint by the appropriate administrator. The appropriate administrator and employee shall attempt to resolve the concern with the complainant.
- B. If a parental complaint is received by a Board member, the person making the complaint will be requested to direct the complaint to the bargaining unit member's building principal or assistant principal, and if not satisfied with that resolution, to the Superintendent.
- C. Should the complainant still not be satisfied and wishes to bring the concern to the Board, the employee shall be so informed and have the right to provide the Board with information concerning the issue, in Executive Session and with rights of representation.
- D. In no case shall such a complaint be grounds for discipline against an employee without the employee having prior notice that would allow a reasonable period of time for the employee to attempt to resolve the concern (if appropriate in the opinion of administration) or be provided a meeting with representation to respond to the complaint before the imposition of discipline. Anonymous complaints shall not be used for any reason to reprimand or discipline an employee.

ARTICLE 11 – COMMITTEES

- A. Insurance Committee
 - 1. The Board and the Association mutually agree that an Insurance Committee is created consisting of the following: up to five (5) members of the Association, up to five (5) members of the RVEA, and five members appointed by the Superintendent.
 - 2. The committee members shall be named no later than September 30 of each school year. The committee shall meet four (4) times per school year, or as deemed necessary by consensus. The committee members shall select a chairperson from the membership of the committee at the first meeting.
 - 3. The purpose of the committee is to maximize coverage while maintaining cost by reviewing the current insurance carrier, and exploring viable alternatives.

4. The committee shall compile a report which shall be released to all members of the Board, the Association and the RVEA by May 15.
5. The Board, and/or the RVEA/Association jointly, may include an outside consultant in addition to their five (5) appointed members, respectively if desired. Said consultant shall not have a vote or be included in any consensus made by the committee.

B. Labor/Management Committee

1. The Board and the Association shall form a labor-management committee (“LMC”) consisting of the Association President and one (1) Association representative selected from each school building by the Association President, and the Superintendent and three (3) Administrators selected by the Superintendent.
2. The LMC shall meet four (4) times per school year or as needed to discuss matters of mutual concern and make recommendations regarding working conditions and building concerns.
3. Prior to the first committee meeting which shall be held no later than December 1, 2024, both parties shall participate in labor management committee training provided by the Federal Mediation and Conciliation Service (FMCS). Said training shall occur during scheduled work hours and subs shall be provided by the Board.

ARTICLE 12 – LEAVES OF ABSENCE

A. Absence Reporting

1. All personal, professional, sick and unpaid leave requests shall be submitted for approval electronically or on District-approved forms available in each school building’s main office.
2. All other leave requests shall be submitted according to the subsequent provisions.

B. Sick Leave

1. Each employee shall be entitled to fifteen (15) days sick leave with pay per year, which shall be credited at the rate of one and one-quarter (1-1/4) days per month. Unused sick leave shall be cumulative up to two hundred forty (240) days. Employees in their first and second year of employment with the District may be advanced up to five (5) sick days per year upon exhaustion of all accrued sick leave. Such advanced sick leave shall be charged against sick leave the employee subsequently accrues under this provision.
2. Sick leave may be used in accordance with R.C. 3319.141 for absence due to illness, or illness related to pregnancy, injury, exposure to contagious disease which could be communicated to other members or pupils, and immediate family defined as: father, mother, brother, sister, spouse, children, grandmother, grandfather, grandchildren, step-parents, step-children, aunts, uncles, or close relatives, close personal friend, persons whose regular residence is the home of the member, and respective in-laws.

- a. For personal illness or injury or pregnancy or exposure to contagious disease, members may use the total accumulated sick leave. Dental appointments, appointments for vision, and other similar type appointments which cannot be scheduled outside of the normal school day, are included in interpretation of illness or injury for sick leave purposes.
- b. For illness, injury, or exposure to contagious disease of children or spouse living in the home, members may use their total accumulated sick leave.
- c. For serious illness in the member's immediate family other than 2.b. above, the member may use total accumulated sick leave. Serious illness must be defined by the attending physician as serious enough to warrant the staff member's presence.
- d. Death in the immediate family for up to three (3) days, unless additional days are granted in the sole discretion of the Superintendent, which such discretion cannot be challenged through the grievance procedure.

3. Procedure

Notification for professional medical appointments and routine appointments shall be given by the member to the building principal or their designee at least twenty-four (24) hours prior to such leave, except in an emergency, as set forth in Section (A)(1) above.

While it is preferred that appointments be scheduled outside of the school day if possible, the member should secure their own classroom coverage if the appointment requires a partial day absence during the school day.

- 4. If the absence of a member is due to an accident or injury to a member which is compensable under the rules governing Worker's Compensation, it shall be the duty of the member to apply for such compensation.
- 5. If an employee's use of sick leave exceeds five (5) consecutive days the Superintendent or designee shall require a medical statement, confirming the dates excused and that the employee was under a physician's care.

6. Sick Leave Bank

- a. When in the judgment of an employee's physician, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury and additional days are still needed, then he/she may request in writing to District Administration that additional days be transferred from the Classified Sick Leave Bank (the "sick leave bank"). The sick leave bank shall be governed by a Sick Leave Bank Committee consisting of the Superintendent, Treasurer, Building Principals, Director of Operations and Transportation, Custodial Supervisor Food Service Coordinator, and Union President. All granting of sick leave days must be approved by a majority vote of the Sick Leave Bank Committee. The Treasurer shall announce an opportunity to participate in the Sick Leave Bank annually by asking bargaining unit members to donate up to 2 days to the Sick Leave Bank. Each bargaining unit member will have the opportunity to donate up to 2 days for the purpose of building the bank by the last payroll of September.

- b. If the sick leave bank balance falls below 30 days, the Treasurer will solicit donations for additional days.
 - c. All donations will be deducted from regular sick leave.
 - d. Upon separation of employment, bargaining unit members may donate up to 5 unused sick days to the sick leave bank. If the separation of employment is due to retirement, the donated sick days would be deducted from the bargaining unit member's sick leave balance prior to severance calculation.
 - e. The total sick leave bank balance is not to exceed 120 days.
 - f. Bargaining unit members to whom days are given must personally have the catastrophic illness or injury, or to care for a parent, child, stepchild, or spouse with a catastrophic illness or injury.
 - g. Sick leave bank cannot be used if the bargaining unit member has applied for disability retirement.
 - h. No more days can be given than needed by the bargaining unit member to serve out the regular school year. Members can only draw from the sick leave bank one time in a school year (July 1st– June 30th), with a 120-day total lifetime maximum.
 - i. The bargaining unit member must exhaust his/her own sick leave first before being eligible for use of the sick leave bank.
 - j. The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
5. Misuse or falsification of sick leave is grounds for termination.

C. Personal Leave

- 1. All full-time and part-time bargaining unit members shall be allowed three (3) unrestricted days per year for personal leave. This leave of absence during each school year is without loss of salary in order to transact special business or to attend to affairs of a personal nature. Personal leave shall not be granted for less than one quarter (1/4) day units. Personal leave may not be used in the month of May, the day preceding or following a holiday or vacation period, or the first or last day of school without the approval of the Superintendent. The decision of the Superintendent or his/her designee shall be final. Such days of absence shall not be deducted from the bargaining unit member's sick leave days.
- 2. A written leave request form must be submitted by the staff member applying for personal leave approval. The leave form shall provide the following information (a) the name and building of bargaining unit member, and (b) the day(s) of leave requested.
- 3. Application for personal leave should, except in case of emergency, be made to the immediate supervisor or administrative assistant at least forty-eight (48) hours prior to such leave, as provided for in Section (A)(1) above.

4. Not more than ten percent (10%) of the total paraprofessional staff may take Personal Leave on the same day, except that the Superintendent has the authority to exceed the ten percent (10%) limitation under emergency circumstances.
5. An employee's accrued, unused personal leave which remains unused at the end of the school year shall, at the employee's option, be either:
 - a. converted to sick leave at the rate of one (1) personal day equaling two (2) sick days,
 - b. paid at the member's per diem rate, or
 - c. rolled over to the following school year effective June 30th of each year. No more than one (1) day may be rolled over to the following year and no more than four (4) days shall accumulate.

The member must declare payment, rollover, or conversion no later than the last day of the school year via a form provided by the treasurer's office.

D. Maternity/Paternity/Adoption Leave

A maternity leave of absence without pay may be granted to an employee for the purpose of childbearing and/or child rearing as follows:

1. An employee who is pregnant may be entitled, upon request, to a leave of absence not to exceed one year. She must notify the Board of these dates as far in advance as possible. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires. All or any portion of a leave taken by an employee because of her pregnancy, subsequent birth, or a medical disability connected with or resulting from her pregnancy may, at her option, be charged to her available sick leave. After the birth of the child, or other qualifying event related to the pregnancy, the employee may use 12 weeks of unpaid leave with the Board covering the cost of the Health Insurance premium as provided under the FMLA. The 12 weeks of unpaid leave shall be taken consecutively (unless intermittent FLMA is approved) and will include the weeks that school is not in session. For all additional unpaid leave, the teacher may pay the full cost for Board provided health insurance.
2. A non-birth parent may be entitled, upon request, to a leave of absence without pay between the time of the birth of the child and one year thereafter. After the birth of the child, a teacher may have twelve (12) weeks of unpaid leave during which the Board of Education shall pay the premium for the health insurance of the individual and the family as provided under the FMLA. For all additional unpaid leave, the teacher may pay the full cost for Board provided health insurance.
3. An employee adopting an infant child, i.e., two years of age or less, may be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The unpaid leave of absence is not to exceed a total of one year, with the employee paying the full cost for Board provided health insurance.

E. Association Leave

The union shall be granted up to six (6) paid days for the 2024-2025 school year and four (4) paid days beginning in the 2025-2026 school year to attend professional business meetings and/or trainings. This leave shall be non-cumulative. Such leave may be used in one-half day or full day increments at the discretion of the Association President. Such leaves shall be granted upon written notification to the Superintendent. The Association shall be responsible for the expenses of the representatives at such meetings.

F. Assault Leave

An employee who is absent due to an injury resulting from an assault upon said employee, as a result of duty related as opposed to personal dispute, while in required attendance at official school functions, approved field trips, or during official visits to the student's home, and in the course of said employee's contracted employment during his/her regular work year, will be granted twenty-five (25) days of assault leave. During such assault leave, said employee shall be maintained on full pay status, including fringe benefits. The employee will provide a statement from a licensed physician describing the nature of the injury causing absence and its duration.

Assault leave granted under this section shall not be charged against sick leave or personal leave.

An employee who suffers injury from assault must apply for Worker's Compensation, and any benefits paid will be returned to the Board up to the amount of salary received from assault leave.

The Board will develop an assault form to be filled out by the employee detailing the circumstances of the assault.

Upon request of the Superintendent, the employee agrees to file criminal prosecution charges against the person or persons involved in the assault.

G. Jury Duty/Court Appearances

1. The board recognizes the civil responsibility of employees and, therefore, shall honor their call to serve on juries.
2. Employees shall receive their normal pay from the Board for day(s) of jury service but shall turn over their jury duty checks to the Treasurer. If an employee fails to turn over his/her check within thirty (30) calendar days of receipt thereof, the Treasurer may deduct the amount of payment from any subsequent paycheck.
3. An employee who is subpoenaed to appear before a court or an agency as a witness as a result of employment with the Board (except where the employee's interests are adverse to the Board) shall suffer no loss in pay.

H. Family and Medical Leave Act

In the event an employee seeks to exercise their rights under the Family and Medical Leave Act ("FMLA"), they may do so through the Treasurer's Office. The Board will comply with the provisions of the FMLA pursuant to guidance provided by the U.S. Department of Labor.

I. Professional Leave

1. Members may be granted professional leave to attend meetings, conferences, clinics, or for similar reasons, providing the leave is related to their work assignment. Professional leave also includes attendance at meetings, conferences, or clinics related to a member's work assignment.
2. A written request for professional leave shall be made in advance to the Curriculum Director. The request shall include the date, purpose, and estimated expenses. The request should be submitted ten (10) days prior to the first day of the leave.
3. Approved leave shall be with pay.
4. Expense reimbursement shall be on the following basis:
 - a. Registration fee - actual cost.
 - b. The reimbursement for lodging at the applicable current United States General Services Administration (GSA) rate consistent with the location of the approved event, with receipt required.
 - c. Meals - at the applicable current United States General Services Administration (GSA) rate consistent with the location of the approved event, with receipt required. Such reimbursement shall only be made for meals not provided as part of the registration costs.
 - d. Travel:
 - i. Mileage as per the current IRS rate. Mileage shall be calculated from point of departure to destination and return.
 - ii. Actual cost if public carrier is used.
 - iii. Carpooling is strongly encouraged but not required.
 - iv. School vehicles will be provided when feasible.
 - e. Parking fees will be paid upon submission of receipts, not to exceed \$15.00 per day.
 - f. All receipts submitted for reimbursement must be for the individual and must be submitted within fifteen (15) working days of the professional leave.
 - g. Should a conference day fall during the school year but not on a day normally scheduled for a bargaining unit member (for example, fair week), the bargaining unit member shall be compensated by paying the employee for the hours in attendance up their per-diem amount, paid on the next scheduled pay date.
5. The Curriculum Director must submit all requests with his/her recommendation to the Superintendent, who has the final decision, in time to be approved before the date of attendance.
6. The number of professional leave days granted during school will not exceed two (2) days per school year.

J. Military Leave

Employees shall be granted a leave of absence in accordance with Federal and State law and reinstatement in accordance with same.

K. Unpaid Leave

1. Pursuant to R.C. 3319.13, upon the written request of an employee, the Board may grant an unpaid leave of absence for a period of not more one school year for educational, professional, or other purposes, and shall grant such unpaid leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board.
2. Insurance benefits may be continued by a member currently receiving such benefits through payment of the full premium (Board and employee share) directly to the Treasurer no later than fifteen (15) days prior to the start of the month of insurance coverage.
3. The employee on leave of absence desiring to return to regular service in the school should notify the Superintendent of such intention at least thirty (30) days prior to returning from leave. Upon the return to service of an employee at the expiration of an unpaid leave of absence, the employee shall resume the contract status that the employee held prior to the leave of absence, but not necessarily the right to reoccupy the position which he/she held at the time the leave was granted.
4. A member on an unpaid leave of absence shall have his/her name carried on the roster of employees.
5. Upon return from unpaid leave due to illness or other disability, the member shall provide a signed statement from a qualified physician certifying they are able to return to perform their work duties as set forth under their job description.

ARTICLE 13 – WAGES AND WAGE PROVISIONS

A. Normal Work Week and Overtime Pay

The normal work week and overtime pay is established as follows:

1. The normal work week for all bargaining unit members shall be Monday through Friday.
2. The member workday shall not exceed eight hours, continuous in length, and will include thirty (30) minute unpaid duty-free lunch period.
3. Any bargaining unit member required to work in excess of (40) hours in any one (1) week shall be paid for such overtime worked at one and one-half (1-1/2) times the regular rate of pay. For overtime purposes the week starts at 12:01 a.m. Monday and ends at 12:00 midnight the following Sunday.
4. Members of the bargaining unit shall not work and shall not be paid for parent-teacher conference days unless specifically directed by the Superintendent and/or immediate supervisor.

5. All bargaining unit members shall be entitled to an uninterrupted unpaid one-half (1/2) hour for lunch which shall be included in their assigned workday. Employees who work an eight hour per day schedule, or who otherwise are assigned student supervision duties during their lunch period, shall receive a paid lunch. Those employees whose schedule included a paid lunch during the 2023-2024 school year shall maintain that benefit going forward, so long as such employees maintain or exceed their average daily hours from the 2023-2024 school year. A reduction in hours initiated by the board shall not result in the loss of a paid lunch. A reduction in hours by the employee shall result in the loss of a paid lunch.
6. Travel time during the school day shall not be considered lunchtime. Members involved in travel required by contract shall be reimbursed mileage as per Article 12 (*Professional leave*). Travel to and from any building at the beginning or end of any school day is not a reimbursable travel expense.

B. Paydays

Employees will be paid on the 10th and 25th day of each month for a total of twenty-four (24) pays per contract year. Direct deposit of pay to a compatible financial institution of the employee's choice shall be mandatory of all members of the bargaining unit. All pay notifications to employees shall be performed electronically.

C. SERS

The Board agrees to pay to the State Employment Retirement System all employer contributions on employee earnable compensation pursuant to R.C. 3309.49 for all employees.

D. Payroll Deductions

The River View Board of Education agrees to furnish the following deductions for individual paraprofessionals:

1. Professional organizations as listed on O.E.A. Membership Form, deducted in twenty more or less equal deductions beginning with the last payroll in September.
2. Tax Sheltered Annuities - each paycheck if allowed by the contract with the carrier. (A listing of investment options will be provided to employees annually.)
3. American Family Insurance - once a month.
4. Coshocton County Credit Union Christmas Club.
5. United States Savings Bonds - each paycheck.
6. United Way - each paycheck.
7. VSP
8. Direct Deposit
9. Court Ordered Deductions
10. Conseco – (Once a month) – Cancer/heart/intensive care/disability
11. United American Insurance (Every Pay)
12. Grange Life Insurance (Every Pay)
13. Ohio Deferred Compensation 457
14. ReAssure America Life Insurance (Once a month)
15. Epic Life Insurance Supplemental Life Insurance (Once a month)
16. Ohio Fund
17. NEA Retirement
18. Washington National Insurance

Individual requests and the completed authorization forms must be filed with the treasurer. All deductions listed will be deducted in equal increments.

Contributions made for VSP and Aultra Administrative Services will be provided under the Employees Section 125 Plus as a pre-tax item.

E. Salary Index

| Years | Index | 2024-2025 | 2025-2026 | 2026-2027 |
|-------|--------|-----------|-----------|-----------|
| 0 | 1.0000 | \$16.50 | \$16.83 | \$17.50 |
| 1 | 1.0200 | \$16.83 | \$17.17 | \$17.85 |
| 2 | 1.0404 | \$17.17 | \$17.51 | \$18.21 |
| 3 | 1.0612 | \$17.51 | \$17.86 | \$18.57 |
| 4 | 1.0824 | \$17.86 | \$18.22 | \$18.95 |
| 5 | 1.1041 | \$18.22 | \$18.58 | \$19.33 |
| 6 | 1.1262 | \$18.58 | \$18.95 | \$19.71 |
| 7 | 1.1487 | \$18.95 | \$19.33 | \$20.11 |
| 8 | 1.1717 | \$19.33 | \$19.72 | \$20.51 |
| 9 | 1.1951 | \$19.72 | \$20.11 | \$20.92 |
| 10 | 1.2190 | \$20.11 | \$20.52 | \$21.34 |
| 15 | 1.2434 | \$20.52 | \$20.93 | \$21.76 |
| 20 | 1.2682 | \$20.93 | \$21.34 | \$22.20 |
| 25 | 1.2936 | \$21.34 | \$21.77 | \$22.64 |
| 30 | 1.3195 | \$21.77 | \$22.21 | \$23.10 |

2024-2025 contract year Step 0 hourly rate: \$16.50/hour
 2025-2026 contract year increase on Step 0: Two Percent (2%)
 2026-2027 contract year increase on Step 0: Four Percent (4%)

ARTICLE 14 – DUES DEDUCTION

A. Dues Deduction

1. The Board agrees to permit payroll deduction from the wages of Union members the dues, initiation fees and assessments of the Union, upon being provided with the written consent of the Union member to such deductions through a written deduction authorization from the member. This deduction shall be without cost to the Association or the member and shall continue from year to year until the deduction authorization is withdrawn as set forth below.

2. Association membership is annual with such membership year being September 1 through August 31. Once an individual joins the Union, such membership and the dues deductions connected thereto shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership and authorization for dues deduction. Union members may withdraw their written consent for such deductions by providing written notice to the Treasurer, the RVEA Paraprofessional Treasurer, and OEA State Treasurer pursuant to the withdrawal timeline and procedure set forth in the Union member's OEA Membership Application, as confirmed and approved by the Association to the District Treasurer and member in writing.
3. Deduction of annual Union dues and assessments will be made in nearly equal pay period installments during the school year and in an amount determined by the Union. Deductions shall begin with the first pay period in October and continue for twenty-four (24) pays. Any member hired or becoming eligible for membership after October 1 shall have their dues, fees and assessments deducted on a schedule determined by the Association.
4. In the event a member's employment with the District is severed, the District Treasurer shall deduct all owed and remaining dues from the employee's final pay.
5. All monies deducted for such purposes shall be transmitted to the Union via electronic transfer to an account(s) designated by the Union as follows: for OEA, on a monthly basis, and for RVEA, on a quarterly basis. Accompanying each deposit notification will be a complete listing of the names of the members for which a payroll deduction was made. The first transmission of dues may be made by check.
6. The parties agree that in the event of a change in the law regarding the deduction of union dues, either due to a decision of a court having jurisdiction over the Board, or due to an act of the Ohio or the United States Legislature, the parties will meet and negotiate within thirty (30) days to ensure the provisions of this Article 14 comply with the law.

B. Indemnification

The Union shall defend and indemnify the Board and its Officers, Members, Agents, Employees and Assignees in both their Individual and Official capacities and hold them harmless against any and all claims, demands, suits, damages, losses, or other forms of liability, including but not limited to any claims brought by a bargaining unit member alleging the Board withheld union dues without the member's consent, and any attorney's fees and expenses that may arise out of or by reason of any action taken by the Board, its Officers, Members, Agents, Employees and/or Assignees for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices, employee consent cards, or assignments furnished by the Union or its officers or agents under any of such provisions. The Union shall retain control of and appointments of Legal Counsel for defense and indemnification purposes.

ARTICLE 15 – SEVERANCE PAY

- A. Employees with ten (10) or more years' service at the River View Local School District who retire from active service from the District and provide the Treasurer with evidence of the employee's service retirement from the State Employees Retirement System ("SERS") shall be paid in a lump sum payment for the value of twenty-five percent (25%) of the employee's accrued, unused sick

leave days up to a maximum of two hundred forty (240) days as severance pay, or a maximum severance payment of sixty (60) days. Payment shall be at their current rate of pay.

- B. Upon the death of an employee, his/her severance benefits as described above shall be paid to his/her designated beneficiary thereof, or if none, to his/her estate.

ARTICLE 16 – REHIRE OF RETIRED EMPLOYEES

The employer may rehire bargaining unit member(s) who retire from the local school district or any other school or agency by SERS under the current Collective Bargaining Agreement. The retired employees need to follow the provisions of the Collective Bargaining Agreement:

- A. The new hires will start at Step 0 of the Collective Bargaining Agreement with a one-year contract being issued.
- B. Rehired retirees shall be employed under a one-year limited contract of employment which shall non-renew automatically at the end of its term. No notice of non-renewal is required. Continued employment of a rehired retiree shall be under another one-year limited contract of employment consistent with this provision. The parties specifically waive the rights for reemployment or continuing contract of such employees under R.C. 3319.081.
- C. The new hires shall accumulate sick days as per the Collective Bargaining Agreement.
- D. Those employees may purchase coverage of medical insurance at the same rate of the Board cost.
- E. The new hires will not be entitled to any additional severance privilege if they have already collected one from River View Local Schools.
- F. The new hires may choose whether or not to join the Union.

ARTICLE 17 – DISCIPLINARY PROCEDURES

- A. Disciplinary action is defined as a course designed to let the employee know that he/she is not performing his/her duties in a satisfactory manner or is in violation of the contract between the Board and Union, or has not followed the direct order of a supervisor or administrator. No employee shall be disciplined without just cause and without first having had an opportunity for a meeting.
- B. Based upon the severity of the situation, disciplinary action will normally follow the following procedure:
 - 1. First offense – coaching/counseling (documented)
 - 2. Second offense – written warning stating the violation
 - 3. Third offense – suspension up to ten (10) days
 - 4. Fourth offense – termination

Based upon the severity of the offense, disciplinary steps may be repeated or skipped.

- C. An employee will be given an opportunity to receive, examine, and add any notes of explanation that he/she desires to any record of a disciplinary nature added to his/her file. Employee signatures only indicate receipt of disciplinary notice, not that the employee agrees or disagrees with the disciplinary notice.
- D. Discipline up to and including suspension without pay is subject solely to the grievance procedure and may not be appealed pursuant to R.C. 3319.081 to Common Pleas Court. Termination may not be grieved and may only be appealed pursuant to R.C. 3319.081 to Common Pleas Court.
- E. At all levels of the disciplinary procedure, officially elected/appointed union representation may be requested by the employee.
- F. Employees will be notified when any written materials of a disciplinary nature are added to their personnel file.
- G. No discipline shall be issued in the presence of other staff except for the employee's union representation, or as otherwise required by the Open Meetings Act.

ARTICLE 18 – FRIDGE BENEFITS

- A. Health Insurance
 - 1. Eligibility

Employees must work thirty (30) hours per week to be considered eligible for medical and dental insurance under this provision.
 - 2. Hospitalization

Employees will utilize a PPO Network for doctors, urgent care, and emergency room visits.
 - 3. Doctors

Out-Network at 60/40
In-Network at \$20.00/visit co-pay (no deductible)
One annual physical paid 100%
 - 4. Urgent Care

\$40.00 Co-Pay/Visit
 - 5. Emergency Room

\$75.00 Co-Pay (waived, if admitted)
Plan pays the balance, as negotiated
 - 6. Birth Control

Birth control will be covered under plan as per the Affordable Care Act.

7. Chemotherapy

Same coverage for radiation and chemotherapy

8. Prescriptions

a. Pharmacy Drugs Co-Pay

Co-Pay covers up to a 30-day supply or 1-month supply

\$0 Generic

\$10.00 Upper Generic

\$30.00 Formulary

Non-Formulary 25% of cost with a cap of \$50.00

b. Mail Order or Pharmacy Drugs Co-Pay

Co-Pay covers up to a 90-day or 3-month supply

\$0 Generic

\$20.00 Upper Generic

\$60.00 Formulary

Non-Formulary 25% of cost with a cap of \$100.00, based on the cost of a two-month supply.

c. Bio-Med (Specialty Medications)

Specialty medications will be subject to a 20% co-payment by plan participant up to a maximum of \$250.00. The benefit would be for mail order or retail pharmacy prescriptions up to a 34-day supply.

9. All covered services except physician office charge, prescription, urgent care, and emergency care dollar co-pays are subject to annual deductible \$200/\$400 and then to 20% co-insurance until out-of-pocket is satisfied. Beginning January 2026, annual deductible will be \$300/\$600, and beginning January 2027 annual deductible will be \$400/\$800. Out of pocket maximum shall be \$1,500/\$3,000 in network and \$3,000/\$6,000 out of network.

10. Employee Insurance Premium Contributions

Family Plan Contribution \$200.00 per month

Single Plan Contribution \$100.00 per month

Note: The premium amount set forth herein is assessed and collected a month in advance.

11. Wellness Program Incentive

Those employees participating in the wellness program incentive shall pay a reduced premium as follows:

For August 1, 2024 – July 31, 2026:

Family Plan Contribution \$100.00 per month

Single Plan Contribution \$50.00 per month

For August 1, 2026 – July 31, 2027:

| | |
|--------------------------|--------------------|
| Family Plan Contribution | \$150.00 per month |
| Single Plan Contribution | \$75.00 per month |

Note: The premium amount set forth herein is assessed and collected a month in advance.

12. Spousal Coverage Exceptions

When a bargaining unit member's spouse has employee provided coverage at their place of employment available, they are required to take that coverage at a minimum of single coverage. Spouses may remain on the District insurance plan put only as a secondary coverage. For those bargaining unit member whose spouse does not have employee provided coverage available, an additional \$75.00 per month premium shall be paid by the bargaining unit member for family coverage.

B. Health Insurance Incentive

Effective July 1, for each year of this contract, the Board will pay the following amounts to bargaining unit members who participate in the health insurance plan offered by the Board but timely elect, under this provision of the contract, to no longer be insured under the Board's health insurance plan:

1. Single – Board will pay the bargaining unit member \$750.00 not to take the Board's insurance.
2. Family - Board will pay the bargaining unit member \$1,500.00 not to take the Board's insurance.

If a bargaining unit member who has accepted payment in lieu of participation in the Board's health insurance plan experiences a change in conditions resulting in loss of other insurance, the bargaining unit member may re-enroll in the Board-provided health insurance plan.

C. Preventive Services

Preventive testing will include the following areas and will be paid at 100%

- Anemia
- Cervical Cancer Screening
- Cholesterol
- Colorectal Cancer
- Council for Dieting
- Council for Obesity in Adults and Children
- Council for Tobacco Use
- Depression
- Diabetes
- Hearing Testing
- Hepatitis
- High Blood Pressure
- HIV Testing
- Mammography
- Osteoporosis
- Prostate Screening

Visual Acuity in Children

D. Life Insurance

The Board agrees to provide \$25,000 life insurance coverage at no cost to bargaining unit members. In addition, bargaining unit members may purchase an additional \$50,000 of coverage by paying the group premium cost through payroll deduction. Bargaining unit members may also purchase dependent life insurance.

E. Liability Insurance

The Board shall purchase, at no cost to bargaining unit members, liability insurance through an approved carrier.

No correspondence regarding any liability claims shall be placed in the personnel file of any affected unit member.

F. Vision Insurance

The Board shall provide a vision benefit program at no cost to bargaining unit members. In addition, bargaining unit members may purchase family vision coverage.

The Board retains the right to choose the insurance carrier of its choice.

ARTICLE 19 – PROVISIONS CONTRARY TO LAW

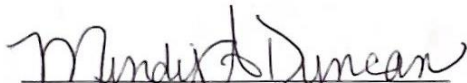
If any provisions of the Agreement or any application of the Agreement shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

At the request of the Association, the parties will meet no later than thirty (30) calendar days after the determination of unlawfulness, to begin bargaining over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision thirty (30) days after the initial bargaining session, the contractual MAD found in Article 3 of the Agreement shall be utilized to resolve the dispute, except that there shall be no right to strike resulting from such mid-term negotiations.


ARTICLE 20 – DURATION


This agreement entitled “Negotiated Agreement” between the River View Local School District Board of Education and the River View Education Association for Paraprofessionals shall be in effect for a term beginning August 1, 2024, and ending July 31, 2027.

FOR THE BOARD:



Board President


Board Negotiating Team Member


Superintendent


Treasurer

FOR THE UNION:


Union President


Union Vice President

Certificate

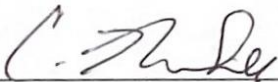
The undersigned, Treasurer of the Board of Education of the River View Local School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2023 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the River View Local School District, Ohio, and the Superintendent of Schools of the River View Local School District, Ohio hereby certify that the District has in effect for the term of this Agreement the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in this adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5704.412 and 5705.44 of the Revised Code.



President, Board of Education



Superintendent



Treasurer