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# MASTER CONTRACT

OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES  
LOCAL NO. 273  
PARAPROFESSIONALS

AND

FOREST HILLS LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

July 1, 2020 – June 30, 2023

**MASTER CONTRACT**  
**FOREST HILLS BOARD OF EDUCATION**  
**and**  
**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES – LOCAL**  
**#273**

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## ARTICLE 1 - BARGAINING UNIT

- 1.01 The Forest Hills Board of Education, hereinafter "Board" recognizes the Ohio Association of Public School Employees, Local No. 273, hereinafter "Association" as the sole and exclusive bargaining representative for the classifications listed hereafter.
- 1.02 The bargaining unit is defined as all full-time and regular part-time employees of the Board in the paraprofessional classification. Paraprofessionals mainly and regularly serve students who are identified within the disability categories established by O.R.C. 3323.01.
- 1.03 All other employees of the Board including, but not limited to, all confidential employees, management employees and supervisors as defined in Chapter 4117 of the Ohio Revised Code are excluded from the bargaining unit.

## ARTICLE 2 - STATEMENT OF UNDERSTANDING/COMPLETE AGREEMENT

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including any subject or matter which could have been collectively bargained but which was either not discussed in negotiations or which, if discussed, was not included in this Agreement.

## ARTICLE 3 - PROVISIONS CONTRARY TO LAW

If any provisions of this Agreement or any application of this Agreement to any operational person or group of persons shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

## ARTICLE 4 - DEFINITIONS

- 4.01 Superintendent - As used in this instrument, refers to the Superintendent of the Forest Hills Local School District or designee, who shall be a Central Office administrator.
- 4.02 Immediate Supervisor and/or District Supervisor - The person to whom an individual is directly responsible and who has the responsibility of evaluating and recommending employment.
- 4.03 Day - As used in this contract shall mean calendar day unless otherwise indicated.
- 4.04 Work Week - As used in this contract shall begin on Sunday as the first day of the week and end on Saturday as the last day of the work week.
- 4.05 Contract Year - The contract year begins July 1 and ends June 30.
- 4.06 Written notice, mail, copy – If this Agreement requires written notice, mailing of a document, or sending/providing a copy of a document, electronic communication will suffice; provided, however, that the administration will also provide a paper copy to affected employees of written notices required under Article 15 (RIF) or Article 20 (Discipline).

## ARTICLE 5 - RECOGNITION

The Association agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it without limitation except to the extent the exercise of said authority is in conflict with a provision of this contract. It is agreed that these rights include, but are not limited to, the following which may be exercised by the Board without any requirement to negotiate on the exercise of and/or effect on members of the bargaining unit during the term of this contract:

- A. Determine matters of inherent managerial policy as provided in 3313.47 and 3313.20 of the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of Board operations;
- D. Determine the overall methods, process, means or personnel by which the school district operations are to be conducted;

- E. Suspend, discipline, non-renew, demote, terminate, layoff, recall, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the school district;
- H. Effectively manage the work force in all aspects;
- I. Take action to carry out the mission of the school district;
- J. Make the rules and regulations by which the students and employees of the Board will be governed.

ARTICLE 6 - RIGHTS

- 6.01 The Association shall be given exclusive right of continuous payroll deduction for the local chapter and the Ohio Association of Public School Employees in Columbus, without cost to the organization. Dues deduction authorization shall be continuous once requested, except that such an authorization may be revoked by the employee in a manner consistent with the withdrawal procedures set forth in the OAPSE membership application signed by the employee. OAPSE will notify the District Treasurer on the results of such request.
  - 6.0101 Dues deduction shall come from the October, November, December, January, February, March, April, May, June, July and August payrolls. Once deducted, all monies shall be forwarded to the state Association.
  - 6.0102 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of, or by reason of, action taken by the Board for dues deductions submitted by an employee in accordance with this article of the contract.
- 6.02 The OAPSE field representative and/or off duty Local No. 273 representative shall be given access to school buildings and will be permitted to confer with employees who are off duty. The OAPSE Field Representative shall be permitted to attend the annual August in-service meeting. Prior notification shall be given to the principal or district HR Director. Any group or local meetings (more than 4 persons) may be held in district buildings with the authorization of the building administrator or superintendent.
- 6.03 The Association officers shall have the right, through their building representative, to insert or post materials concerning business matters in

designated employee work areas and/or mailboxes, and computerized email, as long as said material is in accordance with this document.

- 6.04 In an introductory email to a newly hired bargaining unit member, the Superintendent/designee will attach a copy of the current Agreement. A copy of the email will be sent at the same time to the Union President, which shall include the name, address, building, and position of each new hire. Local Union representatives shall be permitted to speak with new employees for a period of no more than ten (10) minutes to discuss Union membership and benefits. This meeting can take place on paid time, in private, and in the new employees' first week of work or at the most reasonable opportunity.
- 6.05 Agendas and Board minutes shall be available to the OAPSE Local president or designee.
- 6.06 The President of the Association shall be furnished a copy of the job descriptions for each classification covered under the terms of this agreement as they are developed, revised or upon request.
- 6.07 Authorized delegates shall be permitted to attend the annual OAPSE conference without loss of pay. Notification of delegate status and intent to attend said meeting shall be sent to the superintendent of schools at least three (3) weeks prior to the meeting. This request for release time will be signed by the delegate, immediate supervisor, and Association president.
- 6.0701 OAPSE conference release time shall be limited to a maximum of three (3) days per year per delegate and a maximum of two (2) delegates. Delegates cannot be from the same building.
- 6.0702 All conference expenses shall be the responsibility of the delegate.
- 6.08 Unless there is a building coverage reason for prohibiting it as determined by the supervisor, a bargaining unit employee wishing to attend an OAPSE Local meeting during his/her regular working hours may do so provided the time he/she spends in the meeting is made up during the same shift that the meeting takes place, by making up the time before or after his/her shift.
- 6.09 A.F.S.C.M.E. P.E.O.P.L.E.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in 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 employer and the Union. The employer 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 and the amount deducted during the period covered by the remittance, as long as the provision is not determined to be illegal by a court decision.

## ARTICLE 7 - PRINCIPLES

### 7.01 SCHOOL EMPLOYEES

7.0101 The school employees in this school system must be persons of high moral standards and they do recognize that their duties, which are concerned with the supplementation of the educational program, are of major importance.

7.0102 School employees have the right to join or not to join any organization for their economic improvement but membership in any organization shall not be required as a condition of employment.

7.0103 Employees will not use their positions in the school district to promote their personal, religious and political views while on duty.

7.0104 The Board agrees not to negotiate with any other group or partial group of members of the bargaining unit. All suggestions concerning negotiations for members of the bargaining unit covered by this contract shall be referred by the Board or administration to the Association for consideration.

### 7.02 INFORMAL MEETINGS

Nothing in this Agreement shall preclude informal meetings between representatives of the Association and the administration in efforts to promote smooth school operation.

### 7.03 STRIKES AND WORK STOPPAGES

In consideration of the rights and privileges extended to the employee organization pursuant to or arising from the provisions of this instrument, the parties hereto agree that during the term of this agreement, there shall be no strikes of any kind whatsoever; no work stoppages; slowdowns; interference or interruption with the operations of the schools by any employees or Ohio Association of Public School Employees, Local No. 273, other than is permitted in accordance with O.R.C. 4117 and this agreement; nor shall there be any strike or interruption in work during the term of this agreement in support of or because of any disputes or disagreements between any persons (or other employees or unions) who are not signatory parties to this agreement.



## ARTICLE 8 - NEGOTIATIONS PROCEDURES

### 8.01 DIRECTING REQUESTS

A written request for a meeting, stating the subject matter to be considered, will be submitted by the Association to the superintendent or other person(s) designated by the Board of Education. If the Board wishes to open negotiations, it shall direct a letter to the president of OAPSE, Local No. 273.

### 8.02 NEGOTIATIONS MEETINGS

8.0201 Negotiations between representatives of the Association and the representatives of the Board shall begin ninety (90) days prior to the expiration of this contract.

8.0202 Meetings shall be scheduled with the least interruption of school and work schedules. Members of the negotiation teams may be released from work duties only when approved by the superintendent.

8.0203 All meetings will be in executive session. No recording devices shall be permitted in these meetings.

8.0204 Upon the request of either party, a mutually agreed to news release will be made prior to impasse. There shall be no restriction once impasse has been declared.

8.0205 The negotiation teams shall establish the time, place, length and agenda for its meetings.

### 8.03 AUTHORITY TO NEGOTIATE

Both teams shall have the authority to negotiate and reach agreement.

### 8.04 REPRESENTATION

The Board and Association shall each select their bargaining teams and notify each other of their designated representative. The maximum number of bargaining team members, including observers, for each party shall be limited to five (5).

### 8.05 ASSISTANCE

8.0501 The negotiation teams may call upon professional consultants to consider matters under discussion at any given meeting. Each party shall be limited to the use of one consultant at any given session. A need for a consultant shall be determined by either team. After the

need is established, the team requesting the use of a consultant must notify the other team at a previous meeting of the identity of the consultant to be utilized and the purpose for which the consultant will be present.

8.0502 The negotiating teams may mutually agree to create joint study committees. Recommendation reports of joint study committees are advisory in nature and shall be presented to the bargaining teams.

8.06 INFORMATION

The designated representatives of the Board and the Association agree to make available to each other, upon request, and in reasonable time, all available information pertinent to the matter or matters then under negotiations.

8.07 WHILE NEGOTIATIONS ARE IN SESSION

8.0701 Each team shall have the right to caucus. A thirty (30) minute time period shall be the maximum caucus time by either party unless another time length is mutually agreed to.

8.0702 In matters related to negotiating activities, no participating member of the negotiation team shall be coerced, censored or penalized.

8.0703 As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each chairperson. Such initialing shall not be construed as binding or as a final agreement.

8.08 AGREEMENT

8.0801 When an agreement is reached through negotiations, the outcome shall be reduced to writing, signed by the chairperson of each negotiating team and submitted to the Association's membership for ratification with a favorable recommendation from the bargaining team. Upon ratification by the Association, the Board will consider the tentative agreement which will be favorably recommended to it by the Board's team and if accepted by the Board it will be executed in the same manner as any other contract.

8.0802 The ratification by the Association membership shall be conducted under voting procedures established by the Association.

8.0803 Formal approval or non-approval by the Board shall be by resolution at a regular or special meeting of the Board. This resolution shall become a part of the official minutes of the Board.

- 8.0804 The results of the ratification vote by the Association's membership shall be communicated to the Board by the president of the Association prior to the beginning of the meeting at which the Board is considering the resolution to approve or not approve the agreement. This communication shall be confirmed in writing and forwarded to the president of the Board.
- 8.0805 If the agreement is ratified and approved by both the Association and Board, it shall be implemented in the same manner as any other official action of the Board.
- 8.0806 No provision of the resulting agreement shall discriminate against any staff member because of membership or non-membership in the Association.

8.09 DISAGREEMENT

- 8.0901 If no agreement has been reached within 60 days of the first bargaining session, then either party may declare that an impasse exists. If one of the parties declares impasse in accordance with this provision, the spokespersons for both bargaining teams shall jointly notify the Federal Mediation and Conciliation Service of this fact and request the appointment of a mediator.
- 8.0902 Mediation shall take place for 30 days after the first meeting with the mediator and if no agreement is reached at the end of the 30 day period, the impasse procedures shall be deemed to have been completed by both parties.
- 8.0903 If requested by the Board, the Association shall take the Board's final offer to its membership for a vote. Unless the Board's final offer is rejected by at least a majority vote of the voting membership of the Association, it shall be deemed accepted by the Association and included in the contract between the parties.
- 8.0904 In the event the Association and the Board have completed the impasse procedures provided herein and the Association has rejected the Board's final offer as provided above and the issues being negotiated in accordance with the provisions of this contract have expired and the Association has given the statutory notice to strike, then, in that event only, the Association may strike on those issues at impasse and the Board may implement its final offer.
- 8.0905 The impasse procedures contained in this provision shall supersede and replace the impasse provisions contained in Chapter 4117 of the Ohio Revised Code and 4117.14, Ohio Revised Code.

8.10 RE-OPENER PROVISIONS

8.1001 If mutually agreed to by the parties, the contract or any part thereof may be renegotiated prior to the expiration date. Negotiations shall begin within ten (10) days of the agreement to renegotiate on those specific items mutually agreed to reopen.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 PURPOSE

The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level issues which may arise with respect to specific claims of violation, misapplication or misinterpretation of the terms of this Agreement. Both parties agree that these proceedings shall be kept confidential.

9.02 DEFINITIONS

9.0201 "Days" refers to week days - Monday through Friday except for holidays.

9.0202 "Grievance Classifications" - The three (3) recognized types of grievances are as follows:

- A. Individual Grievance - Those affecting one (1) member of the bargaining unit;
- B. Group Grievance - Those affecting two (2) or more members of the bargaining unit;
- C. Association Grievance - Those affecting rights guaranteed to the Association by the contract.

9.03 PRINCIPLES, STRUCTURE

9.0301 Nothing herein shall be construed to prevent any individual member of the bargaining unit from presenting a grievance and having the grievance adjusted without the intervention of the Association provided the Association is given the opportunity to be present at the grievance conference and the adjustment is not inconsistent with the terms of any agreement between the Board and the Association.

9.0302 The number of days indicated at each level below should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent.

9.04 PROCEDURES

9.0401 Level One

A member of the bargaining unit shall initiate the grievance procedure by requesting a meeting with his/her supervisor most directly concerned with the grievance. The grievant may be accompanied by a representative of his choice who shall be an employee of the district. If the employee wishes to be represented at this initial meeting; he shall give the supervisor one (1) day's advance notice of that fact. If the grievant is represented, the supervisor may likewise have an observer present at the hearing who shall be an employee of the district. At no time during Level One shall the number of supervisors/administrators and/or representatives be more than the number of grievants and/or representatives present. At this meeting the grievant and the supervisor shall thoroughly discuss the problem in an effort to resolve the grievance.

9.0402 Level Two

- A. In the event that Level One is unsuccessful, the member of the bargaining unit may file a formal grievance on forms supplied by the Association. The grievant shall include an alleged specific violation, misinterpretation or misapplication as described in Section A of this procedure. Association Grievances - those affecting the Association as a whole - will be initiated at Level Two.
- B. Four (4) copies of the form shall be filed: one (1) copy to the grievant; one (1) for the Association; one (1) for the immediate supervisor; and one (1) for the superintendent or designee. This form shall not be placed in the grievant's personnel file. A grievant shall have not more than twenty (20) days after the occurrence of the event giving rise to a grievance, unless mutually agreed otherwise, to file a written grievance as provided in this paragraph. Failure to file within the twenty (20) day period constitutes a waiver of the grievance. In the event that the grievant is not satisfied with the disposition of his/her complaint at Level One, or in the event no decision has been rendered within ten (10) days after presentation of the complaint, the Association may, within five (5) days, notify the

superintendent, of its intent to appeal the grievance stating the grounds for such appeal.

- C. Within seven (7) days of receipt of the written grievance by the superintendent, the superintendent or designee shall meet with the aggrieved person and a maximum of two (2) representatives of the aggrieved person's choice and a maximum of three (3) representatives of the superintendent's choice to resolve the grievance. At no time shall more than six (6) people plus the person designated to conduct the hearing be present at this level. The decision by the superintendent or his designee shall be rendered in writing to the grievant and president of the Association within seven (7) days of the hearing date.

#### 9.0403 Level Three

If a grievance has not been resolved at Level Two, the grievance may be submitted to FMCS mediation with mutual agreement. Notice requesting mutual agreement shall be served in writing to the Superintendent within five (5) work days after the Level Three (3) answer has been received.

The Federal Mediation and Conciliation Service shall be requested to appoint one of its Mediators to conduct a mediation conference within twenty (20) days. The mediation conference will be scheduled at the earliest date that the Mediator, the parties and their representatives are available. The mediation conference shall be conducted informally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussion.

#### 9.0404 Level Four - Arbitration

- A. If the grievance has not been resolved at the FMCS grievance mediation level within twenty (20) days of the request, or if the Board declines to submit the grievance to FMCS mediation, the Union may seek resolution through arbitration. Within five (5) days after the written decision has been received by the grievant, the grievant, by written request to the superintendent or designee, shall serve notice of his/her desire to appeal the decision to arbitration. The representatives of the Board and grievant shall select an arbitrator. In the event the representatives of the grievant and the Board cannot agree on an arbitrator within ten (10) days, the procedures provided by the Federal Mediation and Conciliation Service (FMCS) for selecting an arbitrator shall be utilized. The decision of the arbitrator shall be final and binding

on the Board, the grievant and the Association. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms and provisions of this agreement or any other written agreements between the Board and Association.

- B. At the arbitration level, the grievant and the Board have the option of representation of their choice.
- C. Each party shall pay the entire cost of its respective representatives. The party against whom the arbitrator rules will pay the entire cost of the arbitration including the fee of the arbitrator.

#### ARTICLE 10 - SERS CONTRIBUTIONS TREATED AS ANNUITY

- 10.01 Annuitize each member's total contribution to SERS by deducting that amount before each member is paid, effective January 1, 1984. The procedure shall be as follows: The Board shall designate each support personnel's mandatory contribution to the School Employees' Retirement System of Ohio as "picked up" by the Board although they shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employees total gross income reduced by the then current percentage amount of the employee's mandatory SERS contribution. No employee's total salary shall be increased by such "pick-up", nor shall the Board's total contribution to the SERS be increased thereby. In the event that a majority of the support personnel no longer desire this "pick-up" plan or if there is an adverse determination from the Board's legal advisor or the IRS affecting the qualifying status of this plan, this "pick- up" provision shall be null and void.
- 10.02 This plan will be in effect provided there is no increased cost to the Board, except administrative costs necessary to implement the program and employees assume liability if not acceptable to IRS. The Board is in no way liable to employees as result of implementation of this program.

#### ARTICLE 11 - BENEFITS

- 11.01 The Board shall provide health insurance through a credible provider. The Board shall contribute the following to the cost of health insurance:

- a. The Board shall contribute the monthly dollar amounts paid by the Board toward premiums in the immediately preceding December in the following manner:

Plus the Board shall contribute the first 3% (three percent) of any renewal increase, the members shall contribute the next 3% (three percent), then the Board shall contribute the next 2% (two percent), and the members shall contribute the last 2% (two percent).

- b. Employees enrolling in a HDHP (High Deductible Health Plan, if offered shall have individual “Health Savings Accounts,” or “HSAs,” in accordance with federal law. Employees may contribute to their individual accounts as allowed by law. The Board shall contribute amounts to each employee’s HSA in January annually as follows:

Calendar Year	2021	2022	2023
Single Coverage	\$750	\$750	\$750
Family Coverage	\$1500	\$1500	\$1500
In the event a member enrolls in the HDHP prior to January 1, the amount of HSA contribution shall be prorated.			

New rates and new coverages are effective January 1 of each school year, unless a different insurance renewal year is mandated by a consortium or state law.

The insurance coverage being provided will include the following:

- Standard office visit:
- Prescription drug card:
- Hospital in-patient:
- Outpatient surgery:
- Specialist office visit:
- Emergency Room visit:
- Urgent care:

- c. Reopener

If the total premiums increase effective January 2021, 2022, 2023 exceeds ten percent (10%), the parties shall meet to adjust plan design terms and options to bring the total premium increases to 10% or below.



- 11.02 For the duration of this contract, the Board of Education shall provide the current dental plan or its equivalent with the Board paying 100% of the premium. If the spouse of a member is also an employee of the Board, only one plan shall be provided.
- 11.03 For the duration of this contract, the Board of Education shall provide \$50,000.00/\$100,000.00 A.D. and D. term life insurance for each member of the bargaining unit and pay one hundred percent (100%) of the premium.
- 11.04 Notwithstanding the employee contribution language for hospitalization and major medical insurance set forth above, two district employees, one of whom is eligible for full benefits and one employee who is at least .5 FTE from the same immediate family who are covered under one family plan for health insurance purposes, shall have one hundred percent (100%) of the family health insurance premium paid by the Board.
- 11.05 Health Insurance Committee - During the term of this agreement, a joint health benefits committee will be formed.

The committee will review and study health care coverage and/or changes in the coverages and will make recommendations in design changes in the plan within the District for cost containment purposes and/or betterment of the plan by three-fourths (3/4) of vote of the full joint committee. The committee will elect a chair and establish its ground rules. The committee will consist of three (3) FHTA representatives, three (3) representatives of the Board and two (2) other employees from other collective bargaining unit(s). Whether to join a consortium, to self-fund insurance and/or the like are decisions for the Board's sole discretion. This committee shall meet a minimum of four times a year. OAPSE may have an additional member as an observer in all committee meetings and deliberations, and may invite a consultant of its choice to attend committee meetings.

- 11.06 Employees regularly scheduled to work at least 25 hours but less than 30 hours per week shall receive a Board monthly premium contribution of ninety percent (90%) of the Board monthly premium contribution to thirty (30) hour or more employees for single or family coverage.

Employees regularly scheduled to work less than 25 hours per week shall not be eligible for health care benefits.

- 11.07 New rates and new coverages are effective January 1 of each school year.

11.08 DENTAL INSURANCE

All employees regularly scheduled to work 30 hours or more per week will be eligible for dental insurance with 100% of the premium paid by the Board of Education.

All employees regularly scheduled to work at least 25 hours a week but less than 30 will be eligible for dental insurance with the Board paying 77% of the premium.

11.09 IRS 125 PLAN

A Section 125 Plan allowing for the sheltering of the employee's portion of the premium paid by him/her qualifying insurance and dependent daycare shall be available to members of the bargaining unit. The expanded plan shall be offered with a minimum allocation per year equal to that of IRS limits

The implementation of the plan is conditioned on each of the following:

1. The 125 Plan shall be at no cost to the Board.
2. If a participant ceases to be employed by the Board and has used more funds than he/she has contributed at the time he/she ceases to be employed, the balance of the pledge may be deducted from any money owed the participant by the Board. If the money owed the participant by Board is not sufficient to pay the overage, the participant shall be responsible for the full amount of the overage.
3. Participation in the 125 Plan shall be voluntary.

ARTICLE 12 - HOLIDAYS

12.01 The number of paid holidays shall be as follows for Paraprofessionals:

New Years Day	Martin Luther King Jr. Day
Memorial Day	Christmas Day
Labor Day	
Thanksgiving Day	

12.02 Holidays that fall on Saturday will be scheduled on Friday; holidays that fall on Sunday will be scheduled on Monday.

ARTICLE 13 - FAIR LABOR STANDARDS ACT  
OVERTIME/COMPENSATORY TIME

- 13.01 All members of the bargaining unit compensated on an hourly basis who are subject to the overtime provisions of the Fair Labor Standards Act shall be compensated for overtime hours worked in accordance with said Act. Upon agreement of the Superintendent/designee and the employee the compensation will either be at the premium rate of time and one-half or compensatory time off in lieu of overtime. Compensatory time will be earned at the rate of time and one-half in hours worked in excess of forty (40) in any work week and may accumulate to a maximum of 240 hours.
- 13.02 The Board will count a holiday as a day worked for overtime purposes.

ARTICLE 14 - TRANSFERS/PROMOTIONS

- 14.01 All vacancies or newly created positions which occur in the bargaining unit shall be posted in each building for a period of five (5) work days and sent via email to all paraprofessionals. Any employee interested in the posted vacancy shall submit his/her bid in writing for that vacancy, to the administration no later than the last day of the posting period.
- 14.02 On permanent transfer and promotions, consideration will be given to the following criteria:
- a. Employee preference
  - b. District needs
  - c. Seniority
  - d. Special skills of employees
  - e. Supervisor ratings of employees
  - f. Impact on district workforce
  - g. Change in program
- 14.03 Any employee dissatisfied with a transfer or promotion may request an interview with the personnel administrator and/or other appropriate administrator to discuss the issue.

ARTICLE 15 - REDUCTION IN FORCE

Whenever the Board of Education deems it necessary to reduce the number of employees in the bargaining unit due to abolishment of positions, lack of funds, lack of work or for any other reason, the following procedure shall prevail:

- 15.01 The number of people affected by a reduction in force will be kept to a minimum by not replacing employees who resign or retire insofar as practical.
- 15.02 When it becomes necessary to suspend an employee's contract as a result of a reduction in force, affected employees shall be laid off according to seniority within the bargaining unit with the least senior employee laid off first. Each employee to be laid off shall be given a written notice of that fact at least seven (7) days prior to the effective date of the layoff.
- 15.03 For the purposes of this provision, seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a bargaining unit position as a Paraprofessional computed from the latest date of hire. Date of hire is determined per official minutes of the Board of Education. In the event identical seniority prevails, the most senior employee will be determined by the date of the most recent application on file, and will be used to determine seniority with the most recent date being the least senior. A seniority list will be provided to OAPSE #273 at their request.
- 15.04 The Board of Education shall determine the number of employees to be laid off.
- 15.05 The persons laid off shall be placed on a recall list and shall be reinstated in the reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification. The employees' names shall remain on the recall list for a period of one (1) year from the effective date of layoff. As vacancies occur and reinstatement is implemented, the most senior employee on the recall list will be notified that a vacancy has occurred. Within seven (7) calendar days after this notice is mailed to the employee, the employee shall respond to the Board of Education advising as to whether or not the employee accepts the offered position. Employees who indicate they do not accept the offered position shall be removed from the list. If the employee fails to respond to the mailed notice within seven (7) calendar days of the posting of the notice, his or her name shall be removed from the recall list and his/her employment shall be ended.
- 15.06 This reduction in force provision shall supersede and replace all laws in the State of Ohio including, but not limited to, 3319.081 of the Ohio Revised Code.

#### ARTICLE 16 - LIAISON MEETING

At the request of the president of Local No. 273, the superintendent or designee shall meet once a month with the president of the Local to discuss any matters of concern to the bargaining unit.

## ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 Leaves of absence without pay shall be granted for hardship, education or military reasons when recommended by the superintendent and approved by the Board. Persons returning from leaves of absence are subject to reassignment by the superintendent. However, employees on leave for less than 60 continuous days shall return to the position the employee held at the time leave was started.
- 17.02 While on leave pursuant to this provision, an employee shall have the option to maintain all or any part of the insurance benefits he/she had prior to going on leave provided he/she pays to the treasurer in advance each month the full amount of the premium of the insurance coverage which he/she wishes to maintain while on leave.

## ARTICLE 18 - FAMILY MEDICAL LEAVE ACT

- 18.01 Leaves of absence without pay shall be granted for the reasons set forth in the Family Medical Leave Act provided the employee meets the eligibility requirements for coverage under the Family Medical Leave Act.
- 18.02 A leave properly requested under the Family Medical Leave Act shall be granted in accordance with the terms of Family Medical Leave Act.

## ARTICLE 19- PERSONAL LEAVE

- 19.01 The Forest Hills School District provides personal leave for members of the bargaining unit. Three (3) days of personal leave may be granted per school year.
- 19.02 The personal leave request online application is to be completed and submitted to the supervisor at least three (3) school days before the leave is needed. The supervisor then forwards the leave request with his/her recommendation to the Superintendent or designee where it is subject to approval/disapproval.
- 19.03 All requests for personal leave shall be acted upon and returned to the member as soon as possible.
- 19.04 Personal leave will not be taken within one school day of the beginning or end of a vacation period, holiday or sick leave unless specifically requested and then approved by the Superintendent or designee. Personal Leave may not be utilized on a scheduled District in-service and/or professional development day. No more than 10% of a building's staff may utilize Personal Leave on a work day without approval of the Superintendent/designee.

- 19.05 Personal leave beyond three (3) days can only be taken when a special request is submitted to the Superintendent and approved by the Superintendent or designee.
- 19.06 In an emergency, when a personal leave request cannot be filed in advance as provided herein, the Superintendent/designee may grant personal leave if the reason is approved by him/her.
- 19.07 Approval of all personal leave will be based upon the availability of substitutes. A reasonable effort should be made to secure substitutes.
- 19.08 It is, under law, the obligation of the Board to guard against abuse of this policy, and it is the responsibility of the party to interpret this policy reasonably and equitably.
- 19.09 Members may use personal leave in fractions of .25 days.

## ARTICLE 20 - DISCIPLINE, NON-RENEWAL, SUSPENSION AND TERMINATION

### 20.01 NON-RENEWAL OF LIMITED CONTRACTS

The limited contracts of members of the bargaining unit shall be non-renewed in accordance with the provisions set forth in 3319.081, Ohio Revised Code.

### 20.02 DISCIPLINE, SUSPENSION AND TERMINATION

20.0201 After their probation period, employees may only be disciplined or terminated for just cause. Normally the following progressive discipline system shall be used, provided, however, that the administration may deviate from this system based on the severity of the misconduct or offense:

1. Normally a first instance of misconduct or offense will result in a verbal reprimand with documentation of its occurrence to the file;
2. Normally a second instance will result in written reprimand;
3. Normally a third instance will result in a paid or unpaid suspension imposed by the Superintendent/designee; and
4. Normally a fourth instance will result in termination from employment by letter from the Superintendent/designee.

Employees shall sign disciplinary documents before the documents are placed in the file. The employee signature is not agreement with the contents of the document.

The union may file a written grievance only about a suspension without pay or termination, and then only at Level Three of the Grievance Procedure, within twenty (20) days of the Union President's receipt of a copy of the administration's written suspension or termination notice. An employee may file a grievance only about a written reprimand, and such a grievance cannot be appealed beyond Step Three.

This Article 20 supersedes and replaces Section 3319.081(C) of the Ohio Revised Code or any similar law.

20.0202 In the event it is likely that a written reprimand, suspension and/or termination may result as the result of the actions of a member of the bargaining unit, that member may have a representative available at any meeting with the Board or its designee.

20.0203 In the event it is likely that a written reprimand, suspension and/or termination may result from the meeting, the employee shall be advised of that fact before the meeting and advised that he/she may have a representative.

### 20.03 PROBATION

20.0301 A newly hired bargaining unit member shall not be considered to have the up to one (1) year initial limited classified contract under R.C. 3319.081 until he/she has served an actual sixty (60) work day probationary period from the first day in the bargaining unit. Time an employee spends on vacation, holiday, sick leave and/or personal leave shall not be included in calculating actual work days. During the probationary period an employee may be disciplined or discharged by the Superintendent/designee without cause, grievance or other challenge.

## ARTICLE 21- CLAIMS OF ALLEGED DISCRIMINATION

Claims of alleged discrimination will be filed with the appropriate State and Federal Agencies and will not be grievable.

## ARTICLE 22 - RETIREMENT PAY

Pursuant to Section 143.29, ORC, to include all other employees covered by Section 3319.141, ORC, the Forest Hills Board of Education shall establish a policy that operational employees may at the time of their retirement from active service with ten or more years of service with the Forest Hills Board of Education receive pay for one-quarter of their accrued but unused sick leave. The maximum number of severance days shall be one-quarter of the employee's accumulation to a maximum of 67 days effective with the 2017-2018 school year. These will be the amounts for employees who have accrued the maximum sick leave days as a nine or ten month employee.

These will be the amounts for employees who have accrued the maximum sick leave days as a nine (9) or ten (10) month employee.

## ARTICLE 23 - SUPERSEVERANCE/RETIREMENT PAY

- 23.01 Any member who becomes eligible for retirement through SERS by obtaining any one of the eligibility categories listed below will receive severance pay from the Board in an amount equal to 50% of his/her unused accumulated sick leave provided the employee retires at the end of the school year in which the member first becomes eligible to retire and has been employed by the Board for at least ten (10) years. Eligibility categories are as follows:
- 23.0101 30 years of eligible service credit at any age.
- 23.0102 5 years or more of eligible service credit and 60 or more years of age.
- 23.02 Supplemental contract salaries are not included in the calculation for this provision. In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan.
- 23.03 In order to implement this provision, an eligible member must resign for retirement purposes effective the last day of the ~~school~~ contract year with said resignation being received by the Human Resources office no later than April 1 of the year the employee first meets any one of the above retirement criteria.
- 23.04 A member must take advantage of this plan whenever he/she first meets any of the criteria for retirement eligibility set forth above or he/she will forfeit the right to this retirement program forever.
- 23.05 Payment under this plan will be made in a lump sum at the time of retirement per the District's accumulated leave plan. The payment will be made as early as possible without requiring the District to borrow funds to meet this financial obligation. The employee shall be required to open an account with the District's provider to receive payment.



## ARTICLE 24 - SICK LEAVE

- 24.01 Members of the bargaining unit shall earn sick leave at the rate of one and one quarter (1 1/4) days per month for twelve (12) months, a maximum of fifteen (15) days per year, cumulative to contract length. The employee shall complete the sick leave application electronically for use of said leave and submit it for approval by the responsible administrative authority. After five (5) undocumented days of sick leave during the employee's contract year, the superintendent or his designee who shall be an assistant superintendent or director may request the employee to provide a doctor's statement indicating the nature of the illness and the fact that the employee was medically unable to perform his/her duties on the day sick leave was requested. Failure to provide a doctor's statement or other evidence satisfactory to the superintendent or his designee shall result in the denial of sick leave and loss of pay.
- 24.02 Sick leave may be used for absence due to illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees and to illness or death in the member's immediate family.
- 24.03 For the purposes of this policy, immediate family shall be defined as husband, wife, mother, father, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister, brother, grandmother, grandfather or grandchildren of either the member or his/her spouse or any relative living in the member's household. Up to three (3) sick leave days is the normal usage for death or serious illness in the immediate family.
- 24.04 In the event an employee is on sick leave for more than ten (10) consecutive days, the Board shall have a right to require the employee 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. Abuse of sick leave is just cause for termination.
- 24.05 In addition to the statutory requirement of Ohio Revised Code Section 3319.141, it shall be the policy of the Board to grant sick leave advance up to the maximum an individual can earn from date of request through the contract year, provided said member has sufficient pay in reserve to cover the days advanced. This request can be made once each school year. Under no circumstances can the Board grant a member an advance in excess of the maximum provided by law.

## ARTICLE 25 - ASSAULT LEAVE

- 25.01 Pursuant to Section 3319.143 of the Ohio Revised Code, as a member of the bargaining unit who is physically disabled as a result of a physical assault on him/her while the member is performing duties required by his/her contract with

the Board and occurring on school premises or during a school sponsored function and not caused by another employee of the district shall be entitled to assault leave. This leave will not be available to an employee who provoked the assault which is the basis for said leave request. If the superintendent refuses leave, the employee may take it directly to grievance at Level Four.

- 25.02 When such assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of thirty-five (35) school days per member per school year, and may be extended by the Board of Education.
- 25.03 Medical verification shall be furnished to the personnel administrator for all such assault leave requests of more than one (1) day. The Board shall have the right to require a medical examination by a physician acceptable to both parties after the member has been absent for three (3) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

#### ARTICLE 26 - PROFESSIONAL LEAVE

Members of the bargaining unit may infrequently need professional development which removes them from their job. Professional leave with their supervisor's approval will be available pending the availability of a substitute.

#### ARTICLE 27 - MILEAGE

- 27.01 Any member of the bargaining unit who is required to use his/her personal automobile for district business at the direction of his/her supervisor shall be reimbursed. Employees shall not be reimbursed for routine commuting between home and work. Approved travel allowance is compensated at the IRS rate as of July 1 and will be adjusted each July 1 thereafter.
- 27.02 The district monthly mileage report is to be submitted at the end of the month in accordance with established procedures.

#### ARTICLE 28 - PHYSICAL EXAMINATIONS

Should the Board of Education require a physical examination as a condition of continued employment, the physical examination shall be provided by a physician designated and paid for by the Board of Education.

## ARTICLE 29 - CALAMITY DAYS

- 29.01 In the event that the School District, or an individual school building, is closed due to an epidemic or other public calamity, employees not required to work shall be paid for all hours contracted to work.
- 29.02 When schools are closed for scheduled instruction due to weather or other emergency, only essential personnel are required to report and work. Essential personnel shall include maintenance employees, custodial employees, and other employees who are notified by their supervisor that they must report and work.
- 29.03 Employees who are required to report and who do work the required hours on such a closed day shall be paid (a) at their normal hourly rate of pay for their normally scheduled shift; and (b) at their normal hourly rate of pay for fifty percent (50%) of the hours they actually work on the closed day. Payment for the additional amount, (b) above, shall be made in April of the school year in one lump sum for all of the additional pay for the closed days for that school year. Calamity hours paid shall not be counted for overtime purposes.

## ARTICLE 30 - PERSONNEL FILES

- 30.01 There shall be one official personnel file on each member of the bargaining unit which shall be maintained in the central office. It is understood that copied portions of that file may be maintained at various school buildings, but the material not included in the official personnel file of a member of the bargaining unit may not be considered or utilized as evidence to support the discharge of a member of the bargaining unit.
- 30.02 It is understood that administrators may maintain their own anecdotal files containing material about members of the bargaining unit which are not in the official file, but any anecdotal material maintained by an administrator that is more than two (2) years old may not be included in the official file of a member of the bargaining unit. Further, upon request, an administrator maintaining written material of a disciplinary nature on an employee which is not included in the employees personnel file but maintained in the principal's anecdotal file shall allow the employee to inspect the material and provide a copy to the employee. In addition to the above, the official personnel file of a member of the bargaining unit shall be maintained under the following circumstances:
- 30.0201 No material which is derogatory to the employee's contract, service, character or personality shall be placed in the file unless the employee has an opportunity to read the material. The employee shall acknowledge he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be

filed. Said signature does not necessarily indicate agreement with its content.

30.0202 The employee shall have the right to answer any material filed including summary of the conference and his/her answer shall be reviewed by the personnel officer and the originator of the filed material and shall be attached to the filed copy. If the conference summary is disciplinary in nature, the administrator shall advise the employee of that fact.

30.03 The employee shall be given access to his/her file within one (1) business day under the supervision of the personnel administrator upon request and scheduling of an appointment by the employee. Pre-employment data shall be removed from the file prior to employee access. The employee shall be provided with a copy of the materials contained in the file, if requested, within one (1) business day after he/she reviews the file.

30.04 Untimely, irrelevant or incorrect information contained in the personnel file may be challenged by the employee in accordance with the procedures set forth in Chapter 1347 of the Ohio Revised Code.

#### ARTICLE 31 - JURY DUTY/WITNESS APPEARANCE

31.01 The Board shall grant a member of the bargaining unit leave with pay to serve on jury duty on a day the member is under contract to work. The leave shall not be charged against any other leave.

31.02 The member of the bargaining unit shall be paid his/her full salary for each day and shall be able to retain any sums paid to them for service on jury duty.

#### ARTICLE 32 - ELECTRONIC DEPOSIT

32.01 Beginning on the first pay after April 1, 2014, employees shall be paid by electronic transfer and will be sent a pay stub my email.

32.02 In addition to the payroll deductions detailed in this Agreement, at the request of an employee, the Board will provide payroll deduction for the Forest Hills Foundation for Education.

#### ARTICLE 33 - RELEASE TIME FOR MEALS

All employees working six or more consecutive hours per day shall be entitled to one-half hour of release time without pay for a meal at a time to be determined by the supervisor.

In the event an employee's lunch break is interrupted at the request of the employee's supervisor/principal, the employee may complete the remainder of his/her lunch break after completing the task given to him by the supervisor/principal.

### ARTICLE 34 - SALARY SCHEDULE

1. The wage schedules attached to this Agreement reflect a 2.25% base increase for 2020-2021, a 2.0% increase for 2021-2022 and a 1.75% increase for the 2022-2023 school year. Retroactive to July 1, 2020.
2. The wage scale in the 2017-2018 contract year shall receive an equity adjustment of \$.50.
3. The wage scale in the 2018-2019 contract year shall receive an equity adjustment of \$.25.
4. Longevity amounts on the bottom of the wage schedules shall be as follows:

	2020-23
Part-time Employees*	\$650
Full-time Employees	\$860

\*Part-time or full-time will be determined at the beginning of the school year in each year of this Agreement.

5. Employees shall receive one year of experience for step advancement on the wage schedules at the beginning of 2017-18, 2018-19, and 2019-20 beyond their individual schedule placement in the 2012-13 school year for at least one hundred and twenty (120) days of service in each of 2013-14, 2014-15, and 2015-16. Employees shall not receive experience credit on the wages schedules for service to the Board in the 2010-11, 2011-12, and 2012-13 school years.

### ARTICLE 35 - ZIPPER CLAUSE

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral. The parties acknowledge that during the negotiations which resulted in this Agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter which could have been collectively bargained but which was excluded

in this Agreement. It is further agreed that the Board has no obligation to bargain collectively during the term of this Agreement with respect to the exercise of any rights retained by it pursuant to Article 5 of this contract.

**PARAPROFESSIONAL SALARY SCHEDULE**

(Per Board approval of Negotiation Agreement between  
Forest Hills Board of Education and Ohio Public School Employees - Local #273)

**2020-2021 SCHOOL YEAR**

**(HOURLY RATES)**

Step	
0	14.56
1	14.80
2	15.13
3	15.47
4	15.90
5	16.44
6	16.92
7	17.41
8	17.88
9	18.72
10	19.34
11	19.73
12	20.07
13	20.56
14	21.05

**PROVISIONS**

A. New personnel employed before January 2, shall be awarded a year of experience for the year employed. Salaries of personnel assigned before January 1 will be paid through August of each contract year.

For those staff members who are regularly scheduled to work fewer than 25 hours per week:

B. The Forest Hills Board of Education shall grant longevity steps. There will be a six hundred fifty (\$650) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, a six hundred fifty dollar (\$650) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and a six hundred fifty (\$650) increment, providing the employee has twenty-seven (27) years of service within the Forest Hills School District.

For those staff members who are regularly scheduled to work at least 25 hours per week:

B. The Forest Hills Board of Education shall grant longevity steps. There will be an eight hundred sixty (\$860) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, an eight hundred sixty dollar (\$860) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and an eight hundred sixty (\$860) increment, providing the employee has twenty-seven (27) years of service within the Forest Hills School District.

C. Personnel employed on this schedule will be eligible for benefits consistent with bargaining unit guidelines.

**PARAPROFESSIONAL SALARY SCHEDULE**

(Per Board approval of Negotiation Agreement between  
Forest Hills Board of Education and Ohio Public School Employees - Local #273)

2021-2022 SCHOOL YEAR

(HOURLY RATES)

Step	
0	14.85
1	15.09
2	15.44
3	15.78
4	16.22
5	16.77
6	17.26
7	17.76
8	18.24
9	19.10
10	19.72
11	20.13
12	20.47
13	20.97
14	21.47

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For those staff members who are regularly scheduled to work at least 25 hours per week:

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C. Personnel employed on this schedule will be eligible for benefits consistent with bargaining unit guidelines.



**PARAPROFESSIONAL SALARY SCHEDULE**

(Per Board approval of Negotiation Agreement between  
Forest Hills Board of Education and Ohio Public School Employees - Local #273)

2022-2023 SCHOOL YEAR

(HOURLY RATES)

Step	
0	15.11
1	15.36
2	15.71
3	16.06
4	16.50
5	17.06
6	17.56
7	18.07
8	18.56
9	19.43
10	20.07
11	20.48
12	20.83
13	21.34
14	21.85

**PROVISIONS**

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For those staff members who are regularly scheduled to work fewer than 25 hours per week:

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C. Personnel employed on this schedule will be eligible for benefits consistent with bargaining unit guidelines.

This contract will become effective July 1, 2020 and shall remain in full force and effect through June 30, 2023.

Ohio Association of Public School Employees  
Local No. 273 Paraprofessionals.

By Shirley A. Myers

By Helen L. Rutenachroen

Forest Hills Local School District  
Board of Education

By [Signature]

By Alana Cropper