

MASTER CONTRACT

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES
LOCAL NO. 177
AND
FOREST HILLS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

July 1, 2023 – June 30, 2024

MASTER CONTRACT

FOREST HILLS BOARD OF EDUCATION
and
OHIO ASSOCIATION OF PUBLIC EMPLOYEES – LOCAL 177

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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. 177, (hereinafter "Association"), as the sole and exclusive bargaining representative for all operational employees now employed or to be employed in the hereafter described bargaining unit for the duration of this contract.

1.02 The bargaining unit is defined as all full-time and regularly employed short-hour employees contracted to work in the following positions and classifications which are regularly assigned to a work schedule:

- a. Clerical
- b. Custodial
- c. Food Service
- d. Maintenance
- e. Bus Drivers
- f. Mechanics
- g. Health aides
- h. Bus Monitors

1.03 Classified employees excluded from the bargaining unit shall be supervisor of food service, supervisor of transportation, all other non-certificated employees charged with the responsibility of evaluating, assigning, transferring and/or recommending the employment or re-employment of members of the bargaining unit, secretarial and clerical employees who work directly for the Superintendent, Assistant Superintendent, Treasurer, Assistant Treasurer, District Directors and the central office personnel assigned to an administrator with the supervision of the employees covered by this contract, including the areas of curriculum, student services, business operations, and human resources.

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 provision 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 Association - Refers to OAPSE Local No. 177 officially recognized by the Board of Education as representing the operational employees of the Forest Hills Local School District as defined in this document for purposes of negotiating and resolving grievances.
- 4.02 Board - As used in this instrument, refers to the Board of Education of the Forest Hills Local School District.
- 4.03 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.
- 4.04 Grievant - An operational employee or group of operational employees within the Forest Hills Local School District, who desires to seek resolution of a grievance.
- 4.05 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.
- 4.06 Operational Employees - Any employee of the Forest Hills Local School District employed in food service, custodial, maintenance, transportation, clerical personnel or health aide.
- 4.07 Executive Session - Refers to meetings of any committee in closed session with only members of the committee in attendance. If agreed by both parties, consultants, observers and/or specialists may attend upon invitation. The number of invited guests may be limited by either party.
- 4.08 Day - As used in this contract shall mean calendar day unless otherwise indicated.
- 4.09 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.
- 4.10 Contract Year - The contract year begins July 1 and ends June 30.

- 4.11 Bus Stop - A bus stop is a designated pick-up point in accordance with 3301-83-13 of the Ohio Pupil Transportation Operation and Safety Rules.
- 4.12 Head Custodians, Head Cooks, Head Mechanic - These classifications shall not be permitted to conduct evaluations or recommend discipline on bargaining unit members.
- 4.13 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 20 (RIF) or Article 22 (Discipline).

ARTICLE 5 - RECOGNITION

The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education in the Forest Hills Local School District and as the employer of all personnel of the school system under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by Sections 3313.20 and 3313.47 of the Ohio Revised Code, except as modified by this contract. Further, it is recognized that the Board has the right to non-renew, suspend, terminate and otherwise discipline employees of the bargaining unit as provided in Article 22 of this contract.

ARTICLE 6 - RIGHTS

- 6.01 The Association shall be given the 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/due authorization application signed by the employee. OAPSE will notify the District Treasurer on the results of such request.
- 6.0101 Dues deductions 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 #177 representative shall be given access to school buildings and will be permitted to confer with employees who are off duty. Prior notification shall be given to the principal or district supervisor. Any group meetings (more than 4 persons) may be held on district premises with the authorization of the building administrator or superintendent.
- 6.03 The Association officer 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. OAPSE may not have more than one (1) delegate from the same department without administrative approval.
- 6.0701 OAPSE conference release time shall be limited to a maximum of three (3) days per year per delegate and a maximum of three (3) delegates.
- 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 #177, 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 #177.

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. The subject and content of these meetings will be kept confidential.

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 for each party shall be eight (8), with no more than two (2) from each classification in the bargaining unit.

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 procedure 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.

8.10 REOPENER 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.

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 by Level Two **or** not heard by the Board, 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 Two (2) 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 Services (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 employee's 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 (or the cost of a fully insured plan):
- a. The Board shall contribute the monthly dollar amounts paid by the Board toward premiums in the immediately preceding December in the following manner:
 - i. For the 2023-2024 school year, the Board shall contribute 80% of the monthly premium cost for employees enrolling in the PPO plan.
 - ii. For the 2023-2024 school year, the Board shall contribute 85% of the monthly premium cost for employees enrolling in the HDHP (High Deductible Health Plan).

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	2024
Single Coverage	\$750
Family Coverage	\$1500
In the event a member enrolls in the HDHP prior to January 1, the amount of HAS 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 2024 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 works at least five (5) hours and one of whom works at least six (6) hours 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 Drivers' eligibility for health and dental benefits as well as contribution rates will be determined based on the number of hours selected at the August bid effective September 1. Drivers whose route length increases after the August bid, making them eligible for the first time or increasing the Board percentage contribution, will receive benefits or adjustments to benefits beginning the 1st of the next month after the increase.

Drivers bidding for less than twenty-five (25) hours a week who were previously covered by health and dental insurance will be removed from the insurance list effective September 1 unless they elect to continue coverage by paying the full cost of the insurance premium of the coverage they wish to maintain plus 2%.

- 11.07 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.

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

11.09 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.

ARTICLE 12 - BUS DRIVER TRAINING

- 12.01 Training hours will be divided proportionately based upon time available between or among the transportation department certified trainers. Substitute bus drivers (trainers) will only be used as trainers if certified contracted bus driver trainers are unavailable.
- 12.02 Drivers who perform training duties shall be compensated \$1.50 per hour above their regular rate of pay for all hours while providing training.
- 12.03 If a trainer is not available for an assignment at a time that is convenient for the department and a time that is convenient for the trainee, the department reserves the right to reassign the trainee to another trainer.
- 12.04 The department may assign up to two trainees to a trainer at the same time.

ARTICLE 13 - ROUTE BIDDING AND FIELD TRIP ASSIGNMENT

- 13.01 ROUTE BIDDING
- 13.0101 For the purpose of bidding, seniority shall be defined as the longest length of continuous employment and assignment in the transportation classification.
- 13.0102 The AM/PM and midday routes will be displayed and contain the following information:
- A. Route sheets for each package.
 - B. Starting and ending times for each school and school calendars for satellite schools.
 - C. Time for each AM/PM and midday routes.
- 13.0103 Approximately one week before the beginning of the school year, the AM/ PM bus routes and midday routes will be bid separately provided the total package (AM/PM/Midday) is not longer than 40 hours per week. These packages will be bid on the basis of seniority with the most senior driver bidding first, then the next most senior

driver and so on until all drivers have selected a route package. All drivers will receive a specific time in which they are to bid on their route/packages. Route packages will be displayed for two days before the bid date. The union will be permitted to have a representative of their choice present during the August bid process. Drivers' hours for the school year will not be reduced below the level they picked in August. In the event a driver's route increases, he/she will receive increased compensation once the route increase has been verified by a supervisor. Drivers' initial eligibility for benefits will be based on hours bid in August.

If a driver fails to designate his/her choice on the day and time he/she is scheduled to bid, either in person or by another person authorized in writing to bid for him/her, a transportation supervisor will assign that driver the next highest paying route/package that is available at his/her time of bid.

13.0104 A bus monitor's hours will not be reduced below the level they assigned in August. Bus monitors will receive layover time, provided the length of the layover is thirty minutes or less. If, during the school year, the time of the run is lengthened by more than twenty (20) minutes due to circumstances beyond a driver's control that are verifiable by the supervisor and the employee calls in the delay, the bus monitor will be paid until the bus and/or bus monitor returns to the compound provided the additional time is reasonable considering the circumstances which caused the delay. Bus monitors will receive 15 minutes additional pay for every delayed start or early dismissal physically driven by the driver. These delayed starts or early dismissals must be the result of teacher in-service training, exam days and conference days.

13.0105 Drivers will be paid their hourly rate for the length of their route package. The time of the route shall include twenty (20) minutes before the start of the run in the morning for the purposes of pre-trip inspection and shall run until the bus is returned to storage at the end of the morning run. In the afternoon time shall begin when the bus leaves the compound and end ten (10) minutes after the bus is returned to the compound with the additional ten (10) minutes being utilized for fueling and basic cleaning of the bus. The length of the route shall also include layover time between runs provided the length of the layover is thirty minutes or less. This includes early dismissals and delayed starts. The time of the route will be rounded up to the next five (5) minute interval. Example: route package of 5 hours, 49 minutes will be rounded to 5 hours and 50 minutes.) If a driver has to pre-trip a different bus from the a.m. bus they pre-tripped, the driver shall receive an additional fifteen (15) minutes of paid time.

Drivers will receive 15 minutes additional pay for every delayed start or early dismissal physically driven by the driver. These delayed starts or early dismissals must be the result of teacher in-service training, exam days and conference days.

- 13.0106 Drivers are required to make a dry run, in their assigned bus, and they will be paid at their hourly rate for the length of the dry run driven. If, during the school year, the time of the run is lengthened by more than twenty (20) minutes due to circumstances beyond a driver's control that are verifiable by the supervisor and the employee calls in the delay, the driver will be paid until the bus and/or driver returns to the compound provided the additional time is reasonable considering the circumstances which caused the delay. A time sheet for the additional time worked will be completed by the driver and given to the supervisor for authorization. The dry run must be completed prior to the first day of route implementation and may not interfere with a transportation in-service meeting.
- 13.0107 During the year, the driver or the supervisor may make a written request that the length of the route be reviewed. Plus or minus adjustments will be made if the review results in a differential of at least five (5) minutes route/package time. Adjustments in paid time will be effective from the date of the request for a review with no adjustment in pay being made for hours driven prior to the seventh (7th) day of school for the Forest Hills District school calendars.
- 13.0108 Drivers are responsible for providing incidental documentation related to student control, behavior and discipline including, but not limited to, seating charts, black boxes and camera/video tape preparation.
- 13.0109 As plans are being developed to set up routes and route packages for each ensuing school year, an advisory committee including no more than two drivers identified by OAPSE will meet in May to discuss the variables and issues facing the transportation supervisors and department. The committee input and suggestions will be considered in route package development but final decisions about all routes and route packages will remain the responsibility of the supervisor.
- 13.0110 In order to be eligible to bid for a special education route, a member of the bargaining unit must have completed a special education training seminar provided by the administration.

13.02 MIDDAY ROUTES

Drivers not receiving a midday assignment may participate in a separate bidding process for midday subbing only. This bidding will be in order of seniority in rotating order. The substitute midday routes will be displayed 24 hours in advance of the bid. The bid will be on Friday of the first full week of school. Times for the substitute bidding will be posted on Monday of the bid week. Drivers may authorize another driver in writing to pick for them. Any midday route which becomes available for a sub assignment after the bidding process is complete will be posted and awarded to the most senior driver eligible to bid on the route. Drivers can only select substitute midday routes which are compatible with their regular assignment and do not result in the driver going into overtime status for the week. Failure to drive a specific sub route five (5) times when requested during the course of the school year can cause the driver to be dropped as the assigned sub for that specific route. The route will then be reposted with that driver not being eligible to bid on the route.

13.03 SATELLITE SCHOOLS

Drivers are required to drive private school routes (satellites) on all days that private schools are in session except as otherwise noted in Article 13.10. Additional pay for these days will be paid as per approved time sheet.

Drivers required to work on any holiday listed in Article 14 shall be paid for all hours driven at one and one-half times their regular hourly rate plus their regular daily rate for the holiday.

13.04 DRIVER PAY CALCULATION/SATELLITE RESPONSIBILITY

Drivers will be paid based on the Forest Hills School District calendar of 190 days for bus drivers. Drivers pay will be calculated on the same number of hours each day for these 190 days resulting in an annual total hours to be worked.

13.05 TARDY/LATE ARRIVAL

If a driver is tardy/late arriving for work and a substitute driver had to be assigned, the sub will drive all of the remaining a.m. or p.m. route with the driver being docked for all time paid to the substitute driver. The driver pay rate will be used for the "dock" time.

13.06 DRIVER VACANCIES

If a vacancy occurs, the position will be posted for bidding. The vacancy shall be posted for five consecutive days. The employee signing with the most seniority will receive the position. In this "vacancy," posting/bidding will be limited only to those who do not meet the existing hours of the

vacancy, and also limited to the original opening and two additional positions, then the supervisor may fill the vacancy at his/her discretion.

13.07 OTHER ROUTE SEGMENTS

Any daily run not included in a route package or separate bidding process shall be posted and awarded on a seniority basis to the most senior driver bidding provided the driver will not drive more than 40 hours per week and provided it can be added to the driver's selected route package without modifying other aspects of the route package. Additional stops may be added to an existing daily run and not be considered another route segment if the added stops do not result in an adjustment in pay. In the event that multiple drivers are available for the additional stop, the stop shall be added to the least senior driver.

Additional stops and route segments can only be assigned to one route package. If this can only be accommodated by adding paid time for a single day, it will not be necessary to post the additional stop. If multiple drivers are available for the additional stop, the most senior will be given the opportunity to add the stop and add the additional time as long as the additional time does not create an overtime situation. If no driver elects to add the stop to their route, the stop will be assigned to the least senior driver.

13.08 VANS

Vans may be assigned to drivers without a CDL and paid at a field trip rate. If a CDL trained driver is assigned to drive a van, they will be paid on the driver's bus scale. If a van is driven by a non-CDL licensed driver, it will not result in the reduction of the length of a previously bid or assigned route of a CDL licensed driver.

13.09 MECHANICS

Mechanics must have and be able to maintain a valid CDL. If a mechanic is required to drive routes or field trips he/she shall be paid at his/her regular rate of pay. Mechanics will receive the same training as substitute drivers prior to driving students.

Mechanics will have the opportunity to bid on the shift for which they wish to work (second week in August). Seniority rotation will be used to determine the order of bidding. Mechanics who did not receive the shift of choice will be given a written reason for non-approval.

13.10 TEMPORARY ROUTES

Temporary routes shall be posted and assigned to the most senior driver bidding provided it will not result in the driver going into overtime status.

Temporary route hours do not change a driver's eligibility for insurance, unless the temporary route is longer than thirty (30) working days at which time the driver would be eligible for insurance under Article 11.

The district may create temporary routes prior to the beginning and after the conclusion of the Forest Hills School District school year to minimize the number of buses on the road. The temporary routes are not designed to consolidate routes dedicated to a specific school (i.e. IHM, Guardian Angels, etc.) but are designed to provide a single bus to transport isolated students (i.e. Cincinnati Country Day, St. Veronica, shuttles, etc.) that might otherwise ride buses dedicated to provide service to a specific school. These specific temporary routes will cease operating on the first day of school for Forest Hills School District students or will not begin until after the last day of the Forest Hills School District year.

Temporary routes may also be created during the Forest Hills School District winter or spring break so as to minimize the number of buses on the road. The temporary routes are not designed to consolidate routes dedicated to a specific school (i.e. IHM, Guardian Angels, etc.) but are designed to provide a single bus to transport isolated students (i.e. Cincinnati Country Day, St. Veronica, shuttles, etc.) that might otherwise ride buses dedicated to provide service to a specific school. The drivers of the routes to be consolidated may choose to arrange among themselves the consolidation of routes and the coverage by a driver who is regularly assigned to one of the routes to be temporarily consolidated. If so, the drivers must submit, in writing, to the transportation supervisor a plan for the temporary route no less than 10 days prior to the start of the route. If the drivers of the routes do not choose to create the temporary route, the transportation department may choose to create the temporary route. The temporary route will be awarded to the most senior of the impacted drivers that has expressed, in writing, an interest in the temporary route. If none of the impacted drivers expresses an interest, the route will be assigned to the least senior of the drivers impacted by the temporary route. All arrangements will be at the full discretion of the transportation supervisor or assistant supervisor.

13.11 VIDEO

If a driver is required, by their supervisor, to view videos outside of their regularly scheduled day, they will be paid the field trip rate of pay.

13.12 FIELD TRIP BIDDING

13.1201 At the beginning of each school year a field trip list shall be arranged in the order of seniority with the most senior driver being first on the list.

13.1202 Regular field trips for each week will be posted by 7:00 a.m. Friday of the preceding week. At 9:30 a.m. on Friday, a meeting will be held for drivers to indicate their preference of field trips for the next week. If an elementary delayed starts falls on a Friday, the field trip meeting will be held at 10:30 a.m. If the elementary schools are not in session on Friday, the field trip meeting will be held at 8:30 a.m. If Forest Hills Schools are not in session on Friday, the field trip meeting will be held on the last day that Forest Hills is in session. Drivers may authorize another driver in writing to pick for them at the field trip meeting.

Drivers will select field trips on a rotating basis with the person at the top of the list receiving his/her preference and rotating the assignment of trips for the next week on through the list. As a driver selects or rejects a field trip, his/her name will be moved to the bottom of the rotating list. Field trips not selected at the field trip meeting will be posted and awarded to the most senior driver signing for the trip provided he/she will not go into overtime status in that week.

13.1203 Any remaining trips will be assigned based on reverse seniority rotation.

In the event a trip is posted for the wrong date, wrong time or wrong destination, the trip will be re-posted if the driver originally assigned to the trip chooses not to keep the trip. If a driver chooses not to keep the trip, it will not count against him/her of the field trip board.

If a night or weekend trip is not posted as a one way and is changed to one way after being assigned to a driver, the driver will be paid for the four hour minimum for that trip.

13.1204 Notwithstanding the above, a driver may not accept a field trip which conflicts with his/her regular route unless authorized to do so by the transportation supervisor. In addition, if the hours the driver is scheduled to work in the work week, when added to the estimated hours of the field trip he/she wishes to receive would result in that driver going into overtime status in the work week, then the field trip need not be awarded to that driver and may be assigned to another driver who has requested the field trip.

13.1205 Field trip requests that are first received by the transportation supervisor after the field trip meeting but more than 36 hours prior to the field trip will be posted and assigned to the most eligible senior driver. If an organization requests a field trip with less than 36 hours notice, it will be assigned at the sole discretion of the transportation supervisor.

- 13.1206 If a driver accepts a trip and then does not drive it on a day when they have driven either their a.m. or p.m. route or does not drive a selected weekend field trip, then that driver will be docked two hours of pay at the field trip rate for each occurrence unless the reason for failure to drive the field trip is approved by the supervisor.
- 13.1207 A field trip which is subsequently turned back in by the driver selecting it less than 48 hours prior to the field trip shall be filled at the sole discretion of the transportation supervisor.
- 13.1208 Field trip compensation shall be as follows:
- A. Field trip hourly rate shall be the driver's regular hourly rate.
 - B. Night and weekend trips will be paid a four (4) hour minimum, except night and weekend trips that are "school to event" and "event back to school" shall have a two (2) hour minimum.
- Field trip time shall be paid on actual time without rounding up.
- If a driver starts a field trip while on the clock as part of their regular route package time, the paid route time counts a part of the minimum pay time for the field trip with the remainder of the field trip time to be paid at the field trip rate.
- 13.1209 Day trips (while school is in session) - A minimum of two (2) hours will be paid for each day trip.
- 13.1210 Field Trips - show up pay - When field trips are cancelled for any reason and the driver is not notified and reports to work, the driver will receive two hours show up pay. In addition, the driver will pick a replacement trip at the next field trip meeting in rotating order from first cancellation on the field trip board.
- Cancelled Field Trips - If a field trip is cancelled for any reason and the driver is notified before he/she reports to work, that driver will pick a replacement trip for this cancellation at the next field trip meeting in rotating order from the first cancellation on the field trip board.
- 13.1211 Overnight trips will be posted and awarded as any other field trip provided that person has at least three (3) years bus driving experience with the Forest Hills School District. If no one on the list with three or more years of experience wishes to accept the field trip, then it can be assigned, at the supervisor's discretion, to someone with less than three years of experience.

- 13.1212 When a driver takes a wrestling field trip, and he/she is required to stay at a meet or in the vicinity of the meet, the driver will be paid at the field trip rate for all hours from pick-up to return. When a driver is allowed to return to the Forest Hills School District after delivering the team to a meet site, but is required to stay "on-call" for any period of time before returning to the meet site to bring the team home, the driver will be paid the field trip rate for hours required to be "on-call".
- 13.1213 No trading of any field trips between drivers will be permitted.
- 13.1214 Buses that are issued for weekend field trips are to be fueled by the drivers of the field trip.
- 13.1215 If the field trip is to an event which lasts a minimum of three (3) hours and the driver has the advance approval of the field trip sponsor, the driver may take up to a one (1) hour lunch break. The field trip sponsor reserves the right to limit the lunch break to a period of time less than one hour.

13.13 SAFETY MEETINGS

This District will provide up to six (6) safety meetings per year to all transportation employees. These meetings may occur during regularly scheduled work days. The administration has the right to change one training date with no additional compensation, but any other changes in training dates will result in paid time. Employees will be compensated at their regular hourly rate of pay for time spent in a safety meeting that increases the number of hours actually worked on the day of the meeting. District meetings scheduled prior to the start of school will be held no earlier than two business days prior to the first day of school. A regional meeting occurring no more than seven (7) calendar days prior to the first work day and held in the Forest Hills School District shall be mandatory with pay. Any other regional meeting shall be optional. No meeting will be scheduled after the last Forest Hills School District contract day. Notice of these meetings with dates and times will be provided to all transportation employees prior to the end of the preceding Forest Hills School District school year. All such meetings will be scheduled at the convenience of the transportation office. Attendance at the meetings will be required unless the employee has an approved absence or has prior written approval of the department supervisor. The District reserves the right to schedule an emergency meeting with minimal notice as a result of unforeseen circumstances.

13.15 DRUG TESTING

If an employee is required to take a drug test as the result of an accident, he/she shall be paid at his/her regular hourly rate of pay for the time required to take the test.

If an employee is required to be random tested at any location other than the transportation department building, he/she shall be paid at their regular hourly rate for the time required to take the test. An employee required to take a random test during unpaid time shall receive one (1) hour paid time when at the transportation department building.

13.16 DRIVERS' RECERTIFICATION

13.161 It will be the responsibility of the administration to notify the drivers of the date and time of the re-certification classes and training.

13.162 A driver will receive paid professional leave in the event a driver's periodic CDL testing occurs during the driver's scheduled work hours.

13.17 The Forest Hills Board of Education agrees that it will not utilize non-bargaining unit members to transport students on field trips or routes except when using vans as permitted by Article 13.08, in an emergency situation, short notice situation of less than 36 hours or situations and times when regular drivers are not available to be utilized because the trip interferes with the driver's regular route assignment. This provision does not apply to the job coach. The Board will not utilize non-bargaining unit members to drive regular routes or field trips unless there are no bargaining unit members available to drive the route or field trips.

ARTICLE 14 - HOLIDAYS

14.01 The number of paid holidays shall be as follows:

Bus Drivers/Monitors Health Aides Food Service	Custodians Maintenance Mechanics	200-244 Days	245 Days or More
1. Labor Day	1. Labor Day	1. Labor Day	1. Labor Day
2. Thanksgiving	2. Thanksgiving	2. Thanksgiving	2. Thanksgiving
3. Christmas	3. Day after Thanksgiving	3. Day after Thanksgiving	3. Day after Thanksgiving
4. New Year's Day	4. Christmas Eve (see 14.03)	4. Christmas	4. Christmas
5. Martin Luther King Day	5. Christmas	5. New Year's Day	5. New Year's Day
6. Presidents Day	6. New Year's Day	6. Martin Luther King Day	6. Martin Luther King Day
7. Memorial Day	7. Martin Luther King Day	7. Memorial Day	7. Presidents Day
	8. Presidents Day		8. Memorial Day
	9. Memorial Day		9. Juneteenth
	10. Juneteenth		10. Independence Day
	11. Independence Day		

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

14.03 Whenever Christmas Eve falls on a weekday (Monday through Friday) operational employees who are working will be permitted as a paid holiday.

14.04 COMPENSATORY TIME UTILIZATION

It is agreed that an employee scheduled to work the day after Thanksgiving or Good Friday may request the day off by the utilization of compensatory time previously earned, a vacation day or agreeing to take the day off without pay. Said request will be honored unless an emergency situation exists which necessitates the employee's presence. The above is subject to administrative approval.

14.05 Maintenance, custodial employees and mechanics required to work on a scheduled off-day per the school calendar shall be paid for all hours worked at one and one-half (1 1/2) times their regular rate of pay. A scheduled off-day per the school calendar shall be defined as a day identified with an "O" on the official school calendar.

ARTICLE 15 - FAIR LABOR STANDARDS ACT
OVERTIME/COMPENSATORY TIME

15.01 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 eighty (80) hours. Employee shifts will not be changed to avoid paying overtime for non-school district events when the Anderson Park District, Kiwanis, YMCA, and other similar groups use school district facilities. This does not include buildings used by PTAS, Boosters, and other school district related groups.

The work shall be offered on a rotating basis to the employee in the job classification and in the same building in which the work is to be performed on an equitable basis, provided the employee is fully qualified to perform the work required. In the event all employees in the classification in the building decline to work, the overtime will be mandated on a reverse seniority rotation for as many employees as are needed for the required work, as determined by the Supervisor of Facilities and Maintenance.

- 15.02 The Board will count a holiday and vacation day as a day worked for overtime purposes. However, it is agreed that a holiday and/or a calamity day shall not count as a day of work for overtime purposes for bus drivers wishing to take field trips during a week that includes one of the paid holidays listed in Article 14, or in a week when a calamity day(s) occur.
- 15.03 The administration shall determine what and when training will be required. Employees shall be paid for their time or provided time during their normal work hours to complete any on-line training requirements. Trade-off hours for on-line training will be communicated in advance. This section does not apply to initial training for new hires.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 Leaves of absence without pay shall be granted for health, hardship, maternity 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 forty-five (45) continuous days shall return to the position the employee held at the time leave was started.
- 16.02 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.
- 16.03 Members of the bargaining unit are covered by the Family Medical Leave Act if they meet the eligibility requirements for coverage.

ARTICLE 17 - NOTIFICATION OF VACANCIES

The administration will publicize vacancies in the operational department. Each school will be sent a minimum of two vacancy notices to be posted in prominent areas. Notices of the vacancies will be e-mailed to all staff. Vacancies occurring during the summer will be posted in prominent areas and notice will be e-mailed to all staff, and the union President. Any employee interested in a posted position shall make written application and forward it to the Human Resources Department. All applications received within five days of the posting will be considered. The decision of the Superintendent shall be final.

ARTICLE 18 - TRANSFERS/PROMOTIONS

- 18.01 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 work force
- G. Change in program

18.02 Any employee dissatisfied with, or been denied a transfer or promotion may request an interview with the Human Resources administrator and/or other appropriate administrator to discuss the issue.

18.03 In addition, members of the bargaining unit may be involuntarily transferred within the job classification of their employment or to another job classification in the bargaining unit for which they are qualified at the sole discretion of the superintendent for any legitimate educational or operational reason, including documented, unsatisfactory performance, provided the administration gives the employee three (3) calendar days advance notice of the transfer. In the event an employee is transferred from one job classification to another pursuant to this provision and the classification into which the employee is transferred is a lower paying position, the employee shall not receive a reduction in his/her hourly rate as a result of the transfer.

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 two (2) school days of the beginning or end of a vacation period 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 without approval of the Superintendent/designee. No

more than 10% of a department's/classification staff may utilize Personal Leave on a work day without approval of the Superintendent/designee.

- 19.05 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.
- 19.06 Approval of all personal leave will be based upon the availability of substitutes. A reasonable effort should be made to secure substitutes.
- 19.07 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.
- 19.08 Members may use personal leave in fractions of .25 days.
- 19.09 In the event more than one employee requests personal leave on the same date and some requests must be denied due to inadequate coverage within the District, seniority will be utilized to determine which leave request is approved with the most senior employee's request given first priority.

ARTICLE 20 - REDUCTION IN WORK FORCE PROCEDURES

Whenever the Board of Education deems it necessary to reduce the number of employees in a job classification due to abolishment of position, lack of funds, or lack of work, the following procedures shall prevail:

- 20.01 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 is practical.
- 20.02 Whenever it becomes necessary to suspend an employee's contract, affected employees shall be laid off according to seniority within the classifications as defined in this policy with the least senior employee laid off first. Each employee to be laid off will be given a written notice at least fourteen (14) days prior to the effective date of layoff.
- 20.03 Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education 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 date of the most recent application on file will be used to determine seniority with the most recent date being the least senior.
 - 20.0301 Leaves of absence approved by the Board of Education shall not be considered an interruption of service.

20.0302 The classifications shall be:

DEPARTMENT	CLASSIFICATION
Transportation	1. Driver
	2. Bus Monitor
	3. Pony Driver
Mechanic	1. Mechanic, Assistant Mechanic
	2. Head Mechanic
Maintenance	1. Driver
	2. Tradesman I
	3. Electrician*
	4. Engineer*
Food Service	1. Cook
	2. Assistant Head Cook
	3. Head Cook
Custodians	1. Custodian
	2. Head Custodian I, II*
Clerical	1. Administrative Assistant I
	2. Administrative Assistant II
	3. Administrative Assistant III
Health Aides	1. Health Aides I
	2. Health Aides II

*If a reduction is to be made in these classifications and the least senior employee affected has more seniority than another employee in a lower paying position in the same major classification, he/she may displace the employee with the same or similar amount of hours per day and annually at the lower rate and hours (if applicable) and said less senior employee will be displaced or laid off.

20.0303 In the event that appropriate reductions in the work force cannot be accomplished through layoff procedures, the number of hours or trips per day may be reduced by the Board of Education as deemed necessary. This will be done within each classification as outlined in this policy, and will be done in accordance with seniority.

20.0304 The superintendent or his designee shall meet with representative of OAPSE Local #177 and explain the rationale used, and the reasons why any reduction in hours or trips is necessary. OAPSE input will be considered prior to final determination by the Board.

20.04 The Board of Education shall determine in which individual classifications the layoffs shall occur and the number of employees to be laid off. Within the affected classifications employees with limited contracts shall be laid off before employees in that classification serving under a continuing contract.

- 20.05 Each employee to be laid off shall be given advance written notice of the layoff at least fourteen (14) days prior to the effective date of the layoff. Each notice of layoff shall state the following:
- A. Reasons for layoff or reduction.
 - B. Effective date of layoff.
 - C. Statement advising the employee of their rights for reinstatement from the layoff.
- 20.06 For each classification in which the layoff occurs the Board of Education shall prepare a reinstatement list. The name of each employee laid off shall be placed on the list and reinstatement shall be made in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification. The employee's name shall remain on the appropriate list for a period of one (1) year from the effective date of layoff. As vacancies occur and reinstatement is to be implemented, the following procedures will be followed:
- 20.0601 All employees on the reinstatement list will be notified by certified mail that a vacancy has occurred. Within seven (7) calendar days after this notice is mailed, each employee shall respond by certified mail to the Board of Education advising whether or not they are available to return to work. Employees who indicate they are not available to return to work shall be removed from the list. Reinstatement shall be made of the most senior employee responding that he/she is available to fill the vacancy. The employee to be reinstated will be so notified. Other employees remaining on the list will be notified of their status. If reinstated from layoff during this period of time, such employee shall retain all previously accumulated seniority.
- 20.0602 The employee is responsible for notifying the Board of Education (Human Resources Department) of any changes in address (temporary or permanent).
- 20.0603 Non-response by the employee will result in their name being deleted from the reinstatement list.
- 20.07 Seniority lists: A seniority list will be provided to OAPSE Local #177 at their request.
- 20.08 In the event an employee is laid off pursuant to the reduction in force provisions of this contract, the laid off employee shall be provided with a statement indicating the number of accumulated but unused vacation days earned by the employee as well as the premium cost for medical and dental benefits. It is understood that if the employee wishes to maintain medical or dental benefits they may do so as provided by COBRA.

- 20.09 It is understood and agreed that the Board of Education may make a reduction in force utilizing the procedures set forth in this article.

ARTICLE 21 - LIAISON MEETING

At the request of the president of Local #177, the assistant 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 22 - DISCIPLINE, NON-RENEWAL, SUSPENSION AND TERMINATION

22.01 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.

22.02 DISCIPLINE, SUSPENSION AND TERMINATION

22.0201 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 22 supersedes and replaces Section 3319.081(C) of the Ohio Revised Code or any similar law.

22.0202 In the event it is likely that a written reprimand, suspension and /or termination may result from the actions of a member of the bargaining unit, the member may have a representative of his/her choice at any meeting with the Board or its designee provided the meeting takes place within one work day of the original scheduled time for the meeting.

22.0203 In the event it is likely 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 present at the meeting.

22.03 PROBATION

22.0301 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 23 - CLAIMS OF ALLEGED DISCRIMINATION

Claims of alleged discrimination will be filed with the appropriate state and federal agencies and will not be grievable.

ARTICLE 24 - 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 75. These will be the amounts for employees who have accrued the maximum sick leave days as a nine or ten month employee.

In addition, eleven and twelve month employees who have the maximum accumulation of sick leave allowed by this article at the time of their retirement, and have been employed by the Forest Hills Board of Education for more than ten years, shall be eligible to receive severance pay in the amount of 75 days effective with the 2023-2024 school year.

Severance pay shall be based on the employee's daily rate of pay at the time of retirement. Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee, per the District's accumulated leave plan into a tax deferred account, after said employee has verified, through SERS, that they are actually withdrawing retirement pay. An employee shall be required to open an account with the District's provider to receive payment.

ARTICLE 25 - SUPERSEVERANCE/RETIREMENT PAY

- 25.01 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 contract 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:
- 25.0101 30 years of eligible service credit at 57 years of age or more.
 - 25.0102 10 years or more of eligible service credit and 62 or more years of age.
- 25.02 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.
- 25.03 In order to implement this provision, an eligible member must resign for retirement purposes effective the last day of the 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.
- 25.04 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.
- 25.05 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 26 - SICK LEAVE

- 26.01 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, unlimited total number of sick days. 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.
- 26.02 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.
- 26.03 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 family member 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 and for anyone living in the member's household.
- 26.04 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.
- 26.05 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 27 - IRS SECTION 125 PLAN

A Section 125 Plan allowing for the sheltering of the employee's portion of the premium paid by him/her for 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 of \$400.00 and a maximum allocation equal to IRS limit for the year.

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 28 - VACATIONS

28.01 Eleven and twelve month employees (annual contract days exceeding 235) are entitled to the following number of paid days of vacation available for use in a contract year beginning July 1 based on completed years of service occurring in the contract year (July 1-June 30) immediately before that July 1:

<u>Years of service completed during the contract year before July 1:</u>	<u>Number of vacation days earned and available on the July 1:</u>
<u>0<1</u>	<u>0</u>
<u>1<2</u>	<u>10</u>
<u>2<3</u>	<u>10</u>
<u>3<4</u>	<u>10</u>
<u>4<5</u>	<u>10</u>
<u>5<6</u>	<u>10</u>
<u>6<7</u>	<u>10</u>
<u>7<8</u>	<u>15</u>
<u>8<9</u>	<u>15</u>
<u>9<10</u>	<u>15</u>
<u>10<11</u>	<u>15</u>
<u>11<12</u>	<u>15</u>
<u>12<13</u>	<u>15</u>
<u>13<14</u>	<u>15</u>
<u>14<15</u>	<u>15</u>
<u>15<16</u>	<u>20</u>
<u>16<17</u>	<u>20</u>

<u>17<18</u>	<u>20</u>
<u>18<19</u>	<u>20</u>
<u>19<20</u>	<u>20</u>
<u>20<21</u>	<u>25</u>
<u>21<22</u>	<u>25</u>
<u>22<23</u>	<u>25</u>
<u>23<24</u>	<u>25</u>
<u>24<25</u>	<u>25</u>
<u>25<26</u>	<u>25</u>
<u>26<27</u>	<u>25</u>
<u>27<28</u>	<u>25</u>
<u>28<29</u>	<u>25</u>
<u>29<30</u>	<u>25</u>
<u>30 and up</u>	<u>25</u>

28.02 The vacation entitlement of an employee newly hired or assigned to an eleven or twelve month position shall be as follows:

- A. If a current District employee, previously not eligible for vacation becomes eligible after July 1, the employee shall be entitled to the number of days set forth in the chart at Section 28.01 multiplied by .7, rounded up to the next half-day in the contract year beginning on the following July 1; if the employee's start date is on or after January 1 through March 31, the employee shall be entitled to the number of days set forth in the chart at Section 28.01 multiplied by .3, rounded up to the next half-day; if the start date is after April 1, the employee is entitled to zero (0) days.
- B. An employee newly employed with the District, whose start date is on or after July 1, but before January 1, shall be entitled to seven (7) days of paid vacation in the contract year beginning on the following July 1; if the employee's start date is on or after January 1 through March 31, the employee shall be entitled to three (3) days; if the start date is on or after April 1, the employee is entitled to zero (0) days.

In the event an employee with continuous years of service in a part-time non-vacation qualifying position accepts a regular full-time position with the District qualifying for vacation, the employee shall first become eligible for vacation the following July 1st after the employee's initial date of permanent assignment to the eleven- or twelve-month position. However, the number of vacation days for which the transferred employee shall be based on the employee's years of service as defined in Section 28.03. If the employee's effective date of transfer is after July 1st, the amount of vacation the transferred employee will be eligible to take will be based on the calculations set forth in Section 28.02.

- 28.03 “Years of service” for purposes of this Article 28 only means the employee’s most recent continuous years of work for the Board in the bargaining unit. Full-time service and/or regular part-time service, provided it is continuous, shall be utilized in calculating the number of vacation days an employee may be eligible to receive in accordance with the chart contained at Section 28.01.
- 28.04 Vacation cannot be taken prior to having been earned. Vacation that is accrued but not yet used must be used by the employee within 18 months after first becoming eligible to utilize the earned vacation. For example, vacation earned in year 1 on July 1st must be used by the employee no later than December 31st in year 2. A maximum of ten (10) days may be carried over from one year to the next. Exceptions only by approval of the Superintendent or designee.
- 28.05 In the event that vacation schedules must be modified to provide adequate coverage within the district, the most senior employee's request will be given first consideration.

ARTICLE 29 - MILEAGE

- 29.01 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 at the Board approved mileage rate. Employees shall not be reimbursed for routine commuting between home and work.
- 29.02 The district monthly mileage report is to be submitted at the end of the month in accordance with established procedures.

ARTICLE 30 - TIME FOR MEALS AND BREAKS

- 30.01 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. Cooks will not be required to stay after the end of their work day to eat lunch. 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.
- 30.02 Employees in the custodial, maintenance and mechanics classifications are entitled to a 30-minute unpaid lunch and reasonable breaks, subject to administrative/supervisory approval as to specific scheduling. The administration may take reasonable actions to curb abuse or unreasonable breaks.

ARTICLE 31 - WRITTEN DIRECTIVES

Any written directive or notice dealing with employee responsibilities shall be placed in each member's mail box and posted in a secure binder in an area available to members of the bargaining unit. All members of the bargaining unit will have constructive knowledge of the content of the notice and will be required to carry out the directives contained in the notice in the binder.

ARTICLE 32 - SEASONAL WORK

Seasonal work will be posted and awarded to the most qualified person applying for the vacancy. The determination of an employee's qualifications to do the work shall be at the administration's sole discretion and the administration's decision shall be binding on the union and the employee and not subject to the grievance procedure.

Seasonal work shall be defined to be:

1. Cleaning interior of buses
2. Route timing
3. Start up crew
4. Seat repair
5. Assistant mechanic work
6. Summer Bus Routes
7. Summer Field Trips

ARTICLE 33 - 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 34 - CALAMITY DAYS

- 34.01 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.
- 34.02 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.

- 34.03 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 issued according to the timesheet from the corresponding pay period for all time worked on any calamity day(s). Calamity hours paid shall not be counted for overtime purposes.

ARTICLE 35 - TEMPORARY REASSIGNMENT TO HIGHER CLASSIFICATION

- 35.01 If an employee is transferred into a higher paying position, on a temporary basis, after five (5) consecutive days in the position, the employee will get paid at his/her step on the higher schedule, beginning on the sixth (6th) day, retroactive for the preceding five (5) consecutive days.
- 35.02 Custodians who are interested in temporary assignment rotation for District-wide head custodian positions must submit a letter of interest between July 1 and July 31 annually to the Supervisor of Facilities and Maintenance.
- 35.03 Temporary assignment for District-wide head custodian positions will be granted to the most qualified custodians who have submitted a letter of interest. In the event a temporary assignment vacancy occurs in a building more than once during the same work year (July 1 through June 30), the administration may, in its discretion, offer the position to the individual who previously filled it during that work year. In the event a temporary assignment vacancy occurs in another building, the next most qualified in the rotation will be granted that temporary assignment.
- 35.04 For the purpose of this article, an occurrence will be defined as five (5) consecutive days of absence.

ARTICLE 36 - PERSONNEL FILES

- 36.01 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.
- 36.02 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 employee's personnel file but maintained in the principal's/supervisor'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:

- 36.0201 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.
- 36.0102 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 Human Resources 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.
- 36.03 The employee shall be given access to his/her file within one (1) business day under the supervision of the Human Resources 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.
- 36.04 Upon change of administration, personal anecdotal files shall not be passed on to the successor. However, when an administrator is transferred/reassigned from one building to another, he/she may place anecdotal material in the official file of a member if it is within the two year time frame as outlined herein. A member shall be given, in advance, a copy of any material placed in the official file.
- 36.05 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 37 - COMPLAINT PROCEDURE

Members of the bargaining unit shall be notified within a reasonable amount of time of verbal or written complaints which an administrator intends to investigate and/or which could lead to disciplinary action.

As part of the investigation, the administrator shall meet with the employee to obtain his/her position on the matter prior to the issuance of any written report. Any individual wishing to make a complaint will be advised that he/she must initiate the complaint with his/her building administrator. If the individual insists on addressing the Board prior to completion of the investigation, the Board shall listen to the person in executive session but take no action and direct that the individual's complaint be processed beginning at the building level.

The member shall be entitled to a representative of his/her choice during this process.

Anonymous complaints shall not be placed in the personnel file or used as part of the evaluation or for disciplinary purposes.

ARTICLE 38 - ASSAULT LEAVE

- 38.01 Pursuant to Section 3319.143 of the Ohio Revised Code, 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.
- 38.02 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.
- 38.03 Medical verification shall be furnished to the Human Resources 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 39 - JOB DESCRIPTIONS

- 39.01 The Association will be furnished with a copy of job descriptions for employees in the bargaining unit as they are developed or revised.
- 39.02 Prior to the board making a change in any job description for any classification and/or employee covered by this agreement, the board shall notify the association president and provide the association president an opportunity for input with respect to such change. In the event there is a change in a job description that substantially changes the duties of a position, the parties shall meet to negotiate a new wage for the position.

ARTICLE 40 - JURY DUTY

- 40.01 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.
- 40.02 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 41- CALL IN PAY

- 41.01 Any employee who is called in to work on a day when the employee is not scheduled to work or at a time that is other than their regularly scheduled work hours shall receive a minimum of two hours pay at his/her appropriate rate of pay. Hours worked immediately before or after a regular work shift are not subject to this provision.
- 41.02 If employees are called in less than three (3) hours prior to the start of their regular shift, the employees will be permitted to complete their regular hours for the work day.
- 41.03 Actual hours worked will be paid under the Federal Labor Standards Act.
- 41.04 Call in pay does not apply to the bus driver classification.

ARTICLE 42 - ELECTRONIC DEPOSIT

- 42.01 Beginning on the first pay after April 1, 2014, employees shall be paid by electronic transfer and will be sent a pay stub by e-mail.

42.02 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 43 - SALARY SCHEDULES

43.01 The wage schedules attached to this Agreement for each year of the contract are attached. The schedules reflect a 2% base increase for the 2023-2024 school year.

43.02 Longevity amounts on the bottom of the wage schedules shall be as follows:

	2023-2024
Part-time Employees*	\$700
Full-time Employees	\$900

*Regularly scheduled for under 25 hours weekly at the beginning of the employee's work year.

43.03 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.

43.04 Health Aides, if scheduled to work at Camp Kern events shall be paid \$200.00 plus 8 hours per day.

ADMINISTRATIVE ASSISTANT SALARY SCHEDULE

Negotiated Agreement
2023-2024 School Year
(HOURLY RATES)

Step	Bracket			Step
	I	II	III	
0	18.81	19.54	20.23	0
1	19.26	19.94	20.43	1
2	19.69	20.40	20.97	2
3	19.99	20.94	21.36	3
4	20.42	21.33	21.81	4
5	20.96	21.68	22.21	5
6	21.35	22.09	22.65	6
7	21.80	22.61	23.10	7
8	22.20	23.03	23.58	8
9	22.62	23.43	23.94	9
10	23.10	23.89	24.38	10
11	23.46	24.30	24.81	11
12	23.90	24.70	25.28	12
13	24.36	24.99	25.66	13
14	24.78	25.38	26.09	14

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.

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

- C. The Forest Hills Board of Education shall grant longevity steps. There will be a seven hundred dollar (\$700) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, a seven hundred dollar (\$700) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and a seven hundred dollar (\$700) 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:

- C. The Forest Hills Board of Education shall grant longevity steps. There will be an nine hundred dollar (\$900) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, an nine hundred dollar (\$900) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and an nine hundred dollar (\$900) increment, providing the employee has twenty-seven (27) years of service within the Forest Hills School District.
- D. BRACKET II Administrative Assistant (Attendance, Guidance, Athletics, Auxiliary, Early Childhood)
Administrative Assistant (Transportation Supervisor, Food Service Supervisor
Media, Assistant Principal, Maintenance/Print Shop Operator)
- BRACKET III Administrative Assistant (Secondary/Elementary Principal, Transportation Specialist)

ADMINISTRATIVE ASSISTANT SALARY SCHEDULE

Newtown Tax - Stipend
2023-2024 School Year
(HOURLY RATES)

Step	Bracket			Step
	I	II	III	
0	18.99	19.73	20.43	0
1	19.45	20.14	20.64	1
2	19.89	20.60	21.18	2
3	20.19	21.15	21.57	3
4	20.63	21.54	22.03	4
5	21.17	21.90	22.43	5
6	21.56	22.31	22.88	6
7	22.02	22.84	23.34	7
8	22.42	23.26	23.81	8
9	22.85	23.66	24.18	9
10	23.34	24.13	24.62	10
11	23.69	24.54	25.05	11
12	24.14	24.95	25.53	12
13	24.61	25.24	25.91	13
14	25.03	25.63	26.35	14

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.

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

- C. The Forest Hills Board of Education shall grant longevity steps. There will be a seven hundred dollar (\$700) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, a seven hundred dollar (\$700) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and a seven hundred dollar (\$700) 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:

- C. The Forest Hills Board of Education shall grant longevity steps. There will be an nine hundred dollar (\$900) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, an nine hundred dollar (\$900) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and an nine hundred dollar (\$900) increment, providing the employee has twenty-seven (27) years of service within the Forest Hills School District.
- D. BRACKET II Administrative Assistant (Attendance, Guidance, Athletics, Auxiliary, Early Childhood)
Administrative Assistant (Transportation Supervisor, Food Service Supervisor
Media, Assistant Principal, Maintenance/Print Shop Operator)
- BRACKET III Administrative Assistant (Secondary/Elementary Principal, Transportation Specialist)

CUSTODIAN SALARY SCHEDULE

Negotiated Agreement
2023-2024 School Year
(HOURLY RATES)

<u>Step</u>	Custodian	Head Custodian I	Head Custodian II	<u>Step</u>
0	18.48	21.60	24.06	0
1	18.99	21.95	24.60	1
2	19.36	22.43	24.88	2
3	19.77	22.89	25.38	3
4	20.31	23.22	25.80	4
5	20.53	23.66	26.27	5
6	21.05	24.10	26.62	6
7	21.50	24.52	27.11	7
8	21.89	24.99	27.53	8
9	22.42	25.34	27.99	9
10	22.71	25.83	28.39	10
11	23.18	26.29	28.79	11
12	23.61	26.73	29.24	12
13	24.07	27.12	29.75	13
14	24.48	27.61	30.19	14

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.
- C. Tradesmen will receive an additional \$.36 per hour. Tradesmen & Electricians will receive an additional \$.49 per hour. It is agreed that the Board, at its sole discretion, shall grant or deny an employee's request to be awarded a tradesman's classification and that the Board's final determination shall be binding on the union and the employee and not a decision which may be grieved through the grievance process.

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

- D. The Forest Hills Board of Education shall grant longevity steps. There will be a seven hundred dollar (\$700) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, a seven hundred dollar (\$700) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and a seven hundred dollar (\$700) 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:

- D. The Forest Hills Board of Education shall grant longevity steps. There will be an nine hundred dollar (\$900) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, an nine hundred dollar (\$900) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and an nine hundred dollar (\$900) increment, providing the employee has twenty-seven (27) years of service within the Forest Hills School District.
- E. Custodians regularly assigned to work the 3rd shift shall receive an additional \$.25 per hour shift differential.

CUSTODIAN SALARY SCHEDULE

Newtown Tax - Stipend

2023-2024 School Year

(HOURLY RATES)

<u>Step</u>	Custodian	Head Custodian I	Head Custodian II	<u>Step</u>
0	18.67	21.81	24.30	0
1	19.18	22.17	24.85	1
2	19.55	22.65	25.13	2
3	19.96	23.12	25.63	3
4	20.52	23.46	26.06	4
5	20.74	23.90	26.53	5
6	21.26	24.34	26.88	6
7	21.71	24.76	27.38	7
8	22.11	25.24	27.81	8
9	22.64	25.60	28.27	9
10	22.93	26.09	28.68	10
11	23.41	26.56	29.08	11
12	23.85	27.00	29.54	12
13	24.31	27.39	30.05	13
14	24.73	27.88	30.49	14

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.
- C. Tradesmen will receive an additional \$.36 per hour. Tradesmen & Electricians will receive an additional \$.49 per hour. It is agreed that the Board, at its sole discretion, shall grant or deny an employee's request to be awarded a tradesman's classification and that the Board's final determination shall be binding on the union and the employee and not a decision which may be grieved through the grievance process.

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

- D. The Forest Hills Board of Education shall grant longevity steps. There will be a seven hundred dollar (\$700) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, a seven hundred dollar (\$700) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and a seven hundred dollar (\$700) 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:

- D. The Forest Hills Board of Education shall grant longevity steps. There will be an nine hundred dollar (\$900) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, an nine hundred dollar (\$900) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and an nine hundred dollar (\$900) increment, providing the employee has twenty-seven (27) years of service within the Forest Hills School District.
- E. Custodians regularly assigned to work the 3rd shift shall receive an additional \$.25 per hour shift differential.

FOOD SERVICE SALARY SCHEDULE

Negotiated Agreement
2023-2024 School Year
(HOURLY RATES)

<u>Step</u>	Cook	Asst. Head Cook	Elem Head Cook	Secondary Head Cook	<u>Step</u>
0	14.18	15.22	18.02	20.41	0
1	14.38	15.32	18.38	20.77	1
2	14.67	15.72	18.61	21.05	2
3	14.91	15.82	19.04	21.32	3
4	15.25	16.17	19.28	21.75	4
5	15.42	16.36	19.68	22.08	5
6	15.76	16.68	19.94	22.32	6
7	15.97	16.96	20.27	22.71	7
8	16.29	17.24	20.53	22.92	8
9	16.60	17.48	20.91	23.40	9
10	16.81	17.77	21.21	23.60	10
11	17.09	18.02	21.61	23.94	11
12	17.34	18.34	21.80	24.30	12
13	17.56	18.56	22.17	24.67	13
14	17.82	18.88	22.43	24.95	14

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.

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

- C. The Forest Hills Board of Education shall grant longevity steps. There will be a seven hundred dollar (\$700) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, a seven hundred dollar (\$700) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and a seven hundred dollar (\$700) 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:

- C. The Forest Hills Board of Education shall grant longevity steps. There will be an nine hundred dollar (\$900) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, an nine hundred dollar (\$900) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and an nine hundred dollar (\$900) increment, providing the employee has twenty-seven (27) years of service within the Forest Hills School District.

MAINTENANCE SALARY SCHEDULE

Negotiated Agreement
2023-2024 School Year
(HOURLY RATES)

<u>Step</u>	Driver	Tradesman	Electrician	Engineer	<u>Step</u>
0	18.63	21.94	24.63	28.31	0
1	19.14	22.38	25.08	28.73	1
2	19.50	22.75	25.56	29.21	2
3	19.92	23.23	26.02	29.56	3
4	20.44	23.66	26.35	30.02	4
5	20.68	24.04	26.80	30.44	5
6	21.19	24.48	27.22	30.95	6
7	21.63	24.95	27.69	31.33	7
8	22.04	25.29	28.09	31.72	8
9	22.59	25.80	28.53	32.12	9
10	22.85	26.13	28.90	32.56	10
11	23.34	26.61	29.44	33.04	11
12	23.77	27.03	29.76	33.49	12
13	24.26	27.51	30.12	33.95	13
14	24.67	27.85	30.58	34.37	14

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.

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

- C. The Forest Hills Board of Education shall grant longevity steps. There will be a seven hundred dollar (\$700) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, a seven hundred dollar (\$700) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and a seven hundred dollar (\$700) 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:

- C. The Forest Hills Board of Education shall grant longevity steps. There will be an nine hundred dollar (\$900) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, an nine hundred dollar (\$900) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and an nine hundred dollar (\$900) increment, providing the employee has twenty-seven (27) years of service within the Forest Hills School District.

MAINTENANCE SALARY SCHEDULE

Newtown Tax - Stipend
2023-2024 School Year
(HOURLY RATES)

<u>Step</u>	Driver	Tradesman	Electrician	Engineer	<u>Step</u>
0	18.82	22.16	24.88	28.59	0
1	19.33	22.61	25.33	29.01	1
2	19.69	22.98	25.82	29.50	2
3	20.12	23.47	26.28	29.85	3
4	20.65	23.90	26.61	30.32	4
5	20.89	24.28	27.07	30.74	5
6	21.40	24.73	27.49	31.26	6
7	21.85	25.20	27.97	31.65	7
8	22.26	25.54	28.37	32.04	8
9	22.81	26.06	28.82	32.44	9
10	23.07	26.39	29.19	32.89	10
11	23.57	26.87	29.73	33.37	11
12	24.01	27.30	30.06	33.82	12
13	24.50	27.79	30.42	34.29	13
14	24.91	28.13	30.89	34.72	14

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.

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

- C. The Forest Hills Board of Education shall grant longevity steps. There will be a seven hundred dollar (\$700) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, a seven hundred dollar (\$700) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and a seven hundred dollar (\$700) 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:

- C. The Forest Hills Board of Education shall grant longevity steps. There will be an nine hundred dollar (\$900) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, an nine hundred dollar (\$900) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and an nine hundred dollar (\$900) increment, providing the employee has twenty-seven (27) years of service within the Forest Hills School District.

BUS DRIVERS SALARY SCHEDULE

Negotiated Agreement
2023-2024 School Year
(HOURLY RATES)

<u>Step</u>	Driver
0	21.68
1	22.35
2	22.91
3	23.46
4	24.08
5	24.67
6	25.28
7	25.83
8	26.39
9	27.04
10	27.60
11	28.12
12	28.65
13	29.34
14	29.99

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.

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

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BUS DRIVERS SALARY SCHEDULE

Newtown Tax - Stipend
2023-2024 School Year
(HOURLY RATES)

<u>Step</u>	Driver
0	21.90
1	22.57
2	23.14
3	23.69
4	24.33
5	24.91
6	25.53
7	26.09
8	26.65
9	27.31
10	27.87
11	28.41
12	28.94
13	29.63
14	30.29

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.

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MECHANICS SALARY SCHEDULE

Negotiated Agreement
2023-2024 School Year
(HOURLY RATES)

<u>Step</u>	Assistant Mechanic	Mechanic	Head Mechanic	<u>Step</u>
0	17.49	22.71	27.37	0
1	18.06	23.60	28.37	1
2	18.56	24.38	29.07	2
3	19.07	25.13	30.00	3
4	19.51	25.96	30.67	4
5	19.99	26.78	31.96	5
6	20.58	27.60	32.53	6
7	21.13	28.39	33.44	7
8	21.59	29.11	34.21	8
9	22.09	30.08	35.14	9
10	22.61	30.77	36.07	10
11	23.13	31.66	36.84	11
12	23.62	32.35	37.59	12
13	24.16	32.99	38.34	13
14	24.71	33.66	39.02	14

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.

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

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MECHANICS SALARY SCHEDULE

Newtown Tax - Stipend
2023-2024 School Year
(HOURLY RATES)

	Assistant Mechanic	Mechanic	Head Mechanic	
<u>Step</u>				<u>Step</u>
0	17.67	22.93	27.64	0
1	18.24	23.84	28.66	1
2	18.74	24.62	29.36	2
3	19.26	25.38	30.30	3
4	19.70	26.22	30.97	4
5	20.19	27.05	32.28	5
6	20.79	27.87	32.85	6
7	21.34	28.68	33.78	7
8	21.80	29.41	34.55	8
9	22.31	30.39	35.49	9
10	22.84	31.08	36.43	10
11	23.36	31.97	37.21	11
12	23.86	32.67	37.97	12
13	24.40	33.32	38.72	13
14	24.96	34.00	39.41	14

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.

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

- C. The Forest Hills Board of Education shall grant longevity steps. There will be a seven hundred dollar (\$700) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, a seven hundred dollar (\$700) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and a seven hundred dollar (\$700) 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:

- C. The Forest Hills Board of Education shall grant longevity steps. There will be an nine hundred dollar (\$900) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, an nine hundred dollar (\$900) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and an nine hundred dollar (\$900) increment, providing the employee has twenty-seven (27) years of service within the Forest Hills School District.

HEALTH AIDES SALARY SCHEDULE

Negotiated Agreement

2023-2024 School Year

(HOURLY RATES)

	Health Aides I	Health Aides II
<u>Step</u>		
0	16.70	17.72
1	17.15	18.17
2	17.64	18.66
3	18.13	19.15
4	18.72	19.74
5	19.27	20.29
6	19.84	20.86
7	20.38	21.40
8	20.83	21.85
9	21.32	22.34
10	21.79	22.81

PROVISIONS

- A. Any employee who has completed one hundred twenty (120) days or more of paid service with the Forest Hills School District during the current contract year will be entitled to a step increase on the salary schedule at the beginning of the next contract year.
- B. Any employee hired January 1 or later will receive a contract for the remainder of that contract year. Employee will then receive a one-year contract followed by a two-year contract if employment continues.

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

- C. The Forest Hills Board of Education shall grant longevity steps. There will be a seven hundred dollar (\$700) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, a seven hundred dollar (\$700) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and a seven hundred dollar (\$700) 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:

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Bracket I - Secondary Health Aides

Bracket II - Elementary Health Aides

BUS MONITOR SALARY SCHEDULE

Negotiated Agreement
2023-2024 School Year
(HOURLY RATES)

	Bus Monitor
<u>Step</u>	
0	16.43
1	16.68
2	17.04
3	17.40
4	17.85
5	18.43
6	18.93
7	19.45
8	19.95
9	20.84
10	21.49
11	21.91
12	22.27
13	22.79
14	23.31

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 seven hundred dollar (\$700) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, a seven hundred dollar (\$700) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and a seven hundred dollar (\$700) 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 nine hundred dollar (\$900) increment, providing the employee has seventeen (17) years of service within the Forest Hills School District, an nine hundred dollar (\$900) increment, providing the employee has twenty-two (22) years of service within the Forest Hills School District, and an nine hundred dollar (\$900) 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.


This Contract will become effective July 1, 2023 and shall remain in full force and effect through June 30, 2024.

This Contract is executed by the duly authorized representatives of OAPSE Local #177 on the 28 June 2023,
(date)

and by the duly authorized representatives of the Forest Hills Board of Education on the 28 June 2023.
(date)

OAPSE, LOCAL #177

FOREST HILLS BOARD OF EDUCATION

By: 
President

By: 
President

By: _____
Secretary

By: 
Treasurer

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FOREST HILLS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL NO. 177**

This Memorandum of Understanding is made and entered into by and between the **FOREST HILLS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board") and the **OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL NO. 177** (the "OAPSE").

WHEREAS, the Board and the OAPSE are parties to a collective bargaining agreement (the "Agreement") in effect from July 1, 2023 through June 30, 2024; and

WHEREAS, the Board and OAPSE have had recent conversations concerning the Board's desire to outsource lawn service, flower bed maintenance, and general landscaping on the School District grounds; and

WHEREAS, the Board and OAPSE have reached an agreement which is being memorialized by this Memorandum of Understanding.

NOW, THEREFORE, BE IT AGREED, by and between the Forest Hills Local School District Board of Education and OAPSE Local No. 177 as follows:

1. OAPSE will consent to the Board's desire to subcontract/outsource lawn service to include mowing, flower bed maintenance, and general landscaping on the District's grounds.

2. The Board will provide continuing professional development and education for OAPSE bargaining unit personnel in their respective fields. The Board's administrative representatives will work with OAPSE's President and collaboratively develop a professional development training program.

3. The Board shall agree, up and until June 30, 2024, that it will not contract with a private or public entity to provide services or perform duties which are currently provided or performed by bargaining members of this agreement with the exception of the lawn service, flower bed maintenance, and general landscaping outsourcing permitted under this agreement.

4. The Board and OAPSE recognize and acknowledge that the Board

currently contracts with private entities to perform work under such circumstances as when the Board's employees are not qualified to perform the work; or when the Board does not have sufficient employees or the proper equipment to perform the work. OAPSE understands that the Board will continue to reserve the right to outsource such work and the parties agree that the provisions of this Memorandum of Understanding do not apply to contracting the work described in this section. Such outsourcing shall not result in loss of any regular work hours for employees covered under this agreement.

5. The Board will, as the need arises, commit to the examining the need for at least one more highly skilled maintenance position. The skills the Board will consider will be disciplined such as HVAC, electrical, and plumbing.

7. The Board and OAPSE further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and OAPSE.

8. Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the Agreement currently in effect between the parties or Board policy.

9. This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.

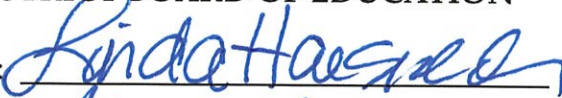
10. This Memorandum shall become a part of and affixed to the Agreement effective with the signatures of the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the **FOREST HILLS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL NO. 177** have executed this Memorandum on the dates opposite their signatures.

Date: June 28 2023

Date: June 28, 2023

**FOREST HILLS LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION**

By: 

By: 

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES LOCAL NO. 177**

Date: 28 June 2023

Date: _____

By: 

By: _____

