MASTER AGREEMENT

Between

FOREST HILLS PUBLIC SCHOOLS
BOARD OF EDUCATION

and

FOREST HILLS BUS DRIVER ASSOCIATION

2026-2027

FOREST HILLS
PUBLIC SCHOOLS
Cultivating Possibility

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EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Forest Hills School District Board does not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identity, or sexual orientation), religion, age, disability, genetic information, or any other protected status in its employment decision or the provision of services.

AGREEMENT

This Agreement is entered into September 14, 2026 by the Board of Education of the Forest Hills Public Schools, Kent County, Michigan, hereinafter called the "Board" and Forest Hills Bus Driver Association, hereinafter called the "Association" and shall be extended to June 30, 2027.

This Agreement constitutes, in written form, the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term of this Agreement. It supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the Board and the Association. It is further understood and agreed that only the Board or designee may issue policies concerning wages, hours and working conditions which are binding and then only if in writing and signed by the issuer. This contract is subject to amendment, alterations or additions only by a subsequent written agreement between and executed by the Association and the Board. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this contract through exercise of its management rights without prior negotiations during the life of this Agreement.

Upon written notice by the Association on or before February 1 of the last effective year of this Agreement, renegotiations of the Agreement may commence.

ARTICLE I: RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all bus drivers and bus washers, but excluding substitute drivers, mechanics, garage employees, and all other employees within the transportation department. The term "driver," when used hereinafter in this Agreement shall refer to all drivers represented by the Association as above defined.

ARTICLE II: Probationary Drivers

Probationary Employee

A driver will be considered a probationary employee for performance purposes for thirty (30) working days beginning on their seniority date. At the discretion of the Director of Transportation, the probationary period may be extended to sixty (60) working days.

ARTICLE III: DEFINITIONS

A. Regular Driver:	Any driver who is assigned to drive at least one (1) route in the AM and one (1) route in the PM, daily
B. Regular Rate:	Driver's hourly rate
C. Premiums:	Rates in addition to regular wage
D. Trip Rate:	Hourly rate paid for trips
E. Standby Time:	Mandatory time drivers are being held for potential non-scheduled duties
F. Designated Pay Period:	The pay period will be concurrent and consist of a Board designated and posted fourteen (14) day period.
G. Shuttle:	Transportation of students for instructional purposes. This shall include but not be limited to transportation of students between facilities and/or home.
H. Run:	Transportation of an identifiable group (i.e., high school,

middle school, 5/6, elementary, environmental) of students between home and school.

I. Route/Route Time: Driver's daily runs and shuttles (i.e., a.m. and p.m. high school and elementary, 5/6 run, environmental, routes may also consist of single runs.)

J. Trips: Transportation of students for extra-curricular activities for education purposes on a non-continuous basis. This shall include field trips.

K. Regular School Year: As defined by the board approved district calendar

L. Active Employee: Currently driving or on paid leave

M. Seniority Date: The date a driver begins driving a regular route

ARTICLE IV: EMPLOYMENT CONDITIONS

A. Vacancies

A vacancy shall be considered to be an open position created by retirement, resignation, termination or a newly created position in the department. If in the determination of the board it is to be filled, it will be posted within sixty (60) work days of the opening. All vacancies will be posted in a conspicuous place in each building of the district at least five (5) work days before the vacancy is advertised publicly or filled permanently. The postings shall contain the work location and the hours expected to be worked. A job description will be made available upon request. A copy of all Transportation postings shall be forwarded to the Association's president. Route selection and the filling of a new or vacated route shall follow a different procedure covered under Article IX: Route Selection in this agreement.

ARTICLE V: SENIORITY

A. Seniority shall be defined as the first date a driver is driving a regular route (not including training time) as long as there is continuous employment at Forest Hills Public Schools as a bus driver. If more than one driver has the same seniority date, drivers will be placed on the seniority list by drawing lots.

B. Frequent absences, resignations, or discharge for failure to report to work upon termination of a leave of absence or layoff shall be reason to terminate regular driver status and seniority.

C. Seniority While on Leave:

1. Workers' Compensation: Retain Seniority
   Accrue Seniority

2. FMLA:	Retain Seniority Accrue Seniority
3. Unpaid Leave of Absence:	Retain Seniority Not Accrue Seniority
4. Sick Leave:	Retain Seniority Accrue Seniority
5. Military Leave:	Retain Seniority Accrue Seniority

D. If a driver returns from a leave within six (6) months, they shall return to their previous route assignment.

E. A seniority list will be posted by April 1 of each school year by the Director of Transportation. This list will be posted for thirty (30) calendar days. If a driver believes there is an error in the list, it is the driver's responsibility to notify the Director of Transportation or trustee for the Association, in writing, during this time period or this list will be held to be accurate and will be used for route selection and other seniority related issues in this Agreement.

F. In the event there are more regular drivers than routes at route selection, the displaced driver shall be considered same as a regular driver and shall be assigned the first available route. This would include those regular drivers returning from a disability leave or displaced because of layoff.

ARTICLE VI: LEAVE OF ABSENCES – PAID/UNPAID

A. Paid Leaves

Sick, personal and vacation hours will be paid at their regular rate. All banks will be granted to drivers at the time they begin or return to active driving duty. Drivers who are on unpaid leave will have their banks prorated upon return to work. If the driver does not exhaust their banks before returning from medical leave, they shall be granted their entitled banks upon return from leave. Hours worked as a bus washer will count toward earning of sick, personal, and vacation leave banks.

1. Sick Leaves
   a. Summer route drivers/summer bus washers who work during the summer for a minimum of four (4) weeks, shall have one (1) additional sick day at the minimum of three (3) hours up to actual time worked, added to their bank after summer route selections.

b. Drivers shall be granted eight (8) sick days per year.
c. Personal illness or disability of the driver and any medical procedure of said driver are covered by sick leave policy. Notification of such should be made to the Director of Transportation or designee by calling the designated transportation attendance line between the hours of 8:00 p.m. and 4:30 a.m. to receive sick pay compensation. A two (2) hour sick leave notification should be made for other runs that must be covered in a day. If an emergency occurs, the two (2) hour notification requirement can be waived by the Director of Transportation.
d. At the discretion of the Director of Transportation, a physician's statement may be required to determine whether an employee is physically able to return to their duties.
e. The parties agree that yearly excessive usage of days; five (5) or more may be questioned by the Director of Transportation and may be reflected on an evaluation conducted within three (3) work days, upon returning to work and/or a loss of wages if unwarranted usage is found.
f. Personal time may be used for sick leave requests; however, sick time cannot be used for personal time. Sick days are provided to employees in advance of earning them each school year. It is understood that if an employee takes an extended leave, resigns or retires prior to the end of the employee's last scheduled work day of the school year, the employee's banks will be prorated accordingly.
g. Forest Hills School District employees may contribute sick leave hours to any employee covered by this agreement who has exhausted their accumulated sick leave hours as approved by the Assistant Superintendent of Human Resources. For purposes of this section only, all hours contributed shall be equal as far as rate of compensation. Contribution of sick leave hours shall be subject to the following conditions:
    1) If the receiving employee has exhausted their sick leave bank prior to the contribution being made, they will be compensated for any unpaid hours upon receipt of contributed hours.
    2) Contributed sick leave hours are for the specific intended employee absence. Contributed hours will not be banked to be used in the future by the same person.
    3) Contributed hours not used by employee shall not be deducted from the contributor's sick leave bank.
    4) Contribution of sick leave time is not intended to be used for short- term, intermittent illnesses.
h. In any given school year, accumulation of six (6) months of sick leave will result in the driver’s route being posted. If a driver returns from a leave prior to six (6) months, the employee shall be reinstated to their regular route. Beyond a total of six (6) months of such leave in a single school year, the route will be posted and

granted to another driver. If the driver returns during the school year and after their route has been posted, the driver will be assigned available daily duties to equal original route time. They will have the right to bid for a similar position by seniority for the next school year. A driver in this category shall begiven preference to substitute, at their regular rate.

i. Drivers with a minimum of two-hundred hours of accumulated sick time in their sick banks as of June 30 of the previous school year, have the option to sell up to thirty (30) hours of their accumulated sick hours the next school year. It is further understood that the decision by the driver to "cash-in" sick hours, up to thirty (30) hours, is irrevocable. It is the responsibility of the employee to submit the required documentation to the Human Resources office no later than August 15 for the upcoming school year. The issuance of payment to the drivers shall be no later than the following May 30 within the fiscal year.

2. Family Medical Leave Act (FMLA)

The federal law mandates employers to continue health benefits for a serious personal or family health condition up to twelve (12) calendar weeks for qualified employees as specified under the Family and Medical Leave Act. Pursuant to this law, employees are eligible if they have worked at least 1,250 hours in the previous year. Sick leave will be paid only for the personal illness of the employee or Immediate family member as specified:

a. FMLA allows for a total of twelve (12) weeks for the continuation of insurance coverage. In order for an eligible employee to receive compensation during an FMLA leave, the employee must exhaust all accumulated banks throughout the twelve {12) weeks as specified under the Family and Medical Leave Act {FMLA). Health benefits will continue for eligible employees for up to twelve (12) work weeks.

b. Requests for leave for a serious health condition of an employee or to care for a member of the employee's immediate family, who has a serious health condition, will require medical certification after three (3) consecutive days of absence as mandated under the Family and Medical Leave Act (FMLA).

c. The Board and Association agree that the employer has the right to develop, approve and implement policies that comply with the Family and Medical Leave Act.

3. Bereavement Leave

a. Four (4) days without deduction from sick leave will be granted by the District for immediate family, which is defined as the employee’s spouse or domestic partner, child/step child, parent/parent-in-law/step parent, sibling/step sibling, or grandparent/grandparent-in-law for bereavement without deduction from sick leave. One (1) additional day of sick leave

may be authorized by the Assistant Superintendent for Human Resources.

b. Employees may use up to one (1) day of sick leave to attend a funeral for non-immediate family.

4. Personal Business Leave

a. School Year Drivers

Three (3) personal days will be granted at the beginning of each school year for business that cannot be conducted outside the normal working hours based on their regular route assignment. Requests for personal business leave must be on the proper form and submitted to the Director of Transportation at least three (3) work days in advance. If approved by the Director of Transportation, the driver must submit the personal time in the electronic time keeping system.

b. Summer Route Drivers

Drivers who work during the summer for a minimum of four (4) weeks and at a minimum of three (3) hours per day, shall have additional personal business time at the minimum of three (3) hours up to actual driving time, added to their bank after summer route selection.

c. Unused Personal Leave

One remaining unused personal day, up to eight (8) hours, may be carried over to the personal bank and remaining unused personal time will be rolled over to the sick bank the following school year. The Director of Transportation has the discretion to permit the transfer of sick time for personal use upon receiving a written request from the bus driver.

d. Granting Personal Time-

Personal time is provided to employees in advance of earning them each school year. It is understood that If an employee takes an extended leave, resigns or retires prior to the end of the employee's last scheduled work day of the school year, the employee's banks will be prorated accordingly.

e. Personal days may be used on inclement weather days.

f. Personal days may be used on non-scheduled work days.

5. Workers' Compensation

In the event a driver is unable to drive as a result of personal injury covered by Workers' Compensation and it is determined that they may return within six (6) months, their route shall be held open and they will be reinstated to that position upon return. If the driver returns during the school year, the driver will be assigned daily duties if available to equal original route time If at any time it is determined that the leave will exceed six (6) months, the route may be posted

prior to the six (6) months described above. Beyond a total of six (6) months, a driver's position will be kept available. They will have the right to bid for a similar position by seniority for the next school year. A driver in this category shall be given preference to substitute, at their regular rate.

B. Unpaid Leaves

Upon written request, a driver may ask for an unpaid leave using the following guidelines:

1. Such leaves will be limited to sixty (60) work days and not encompass more than one (1) school year without prior authorization form the Director of Transportation.
2. Such leaves shall be approved by the Assistant Superintendent of Human Resources, in writing, prior to the start of the leave.
3. If a driver returns from an approved leave within sixty (60) work days, their route will be reassigned to them, providing it still exists.
4. One additional consecutive sixty (60) work day leave may be requested, but the driver's route will be put up for bid. Upon return, the driver may bid on another route when one is posted or bid on a route during route selection for the next year. A driver in this category shall be given preference to substitute at their regular rate of pay.

C. Requests for Leave

1. A driver cannot ask for a leave of absence for only a portion of their daily route assignment unless their request is related to a medical situation, or to take another position within the Forest Hills Public Schools, and is approved by the Assistant Superintendent of Human Resources.
2. No leaves will be granted or approved so the driver can accept another work position outside of the Forest Hills Public Schools.

ARTICLE VII: VACATION

For employees hired prior to August 1, 2013:

1. For all drivers who have one (1) year of seniority, seven (7) days of vacation equal to the driver's regularly scheduled assigned hours driven will be granted.
2. For all drivers who have three (3) years seniority, five (5) additional days of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted.
3. For all drivers who have six (6) years of seniority, five (5) additional days of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted.
4. For all drivers who have nine (9) years of seniority, one (1) additional day of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted.
5. The actual days must be approved by the Director of Transportation and taken during periods of non-scheduled driving to avoid the need for substitutes.

For Drivers Hired August 1, 2013 or later:

1. Two (2) days of vacation will be granted after on the first day driving a regular route.
2. Four (4) days of vacation will be granted after one (1) year of service.
3. Six (6) days of vacation will be granted after two (2) years of service.
4. Eight (8) vacation days will be granted after three (3) years of service.
5. Twelve (12) vacation days will be granted annually after four (4) years of service.

Any unused vacation days remaining as of June 30 each year will be forfeited.

If an employee's active status changes prior to the end of the contract year, all leave banks will be prorated. Any time used that was unearned will be required to be paid back to the district.

Bus Wash and Sanitizing Hours

Sick, personal, and vacation time will be credited to banks for all hours driven for regularly assigned routes, shuttles and bus washing. Five hours of time will be credited for bus driver trainers who train a minimum of five hours each week.

ARTICLE VIII: HOLIDAYS

All drivers will be paid at their regular wage plus premiums if they work the last regularly scheduled work day preceding the holiday or the first regularly scheduled work day after the holiday unless processed as specified below. These drivers then qualify for the following paid holidays:

Labor Day
Thanksgiving Day and Day After
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Good Friday (if school is not scheduled on district calendar)
Memorial Day
Independence Day (July 4) for summer drivers

Drivers may request in writing to the Director of Transportation no later than two (2) weeks in advance of their request to utilize a vacation or personal day for the last regularly scheduled work day preceding or the first regularly scheduled work day after a holiday. Such leaves will be approved by the Director of Transportation based on the availability of substitute drivers. If more than two (2) requests are made for the same time period, it will be assigned by seniority. These absences are not to exceed two (2) consecutive years within the same holiday by the same driver unless time is available.

If an employee is on approved sick leave, they will qualify for the holiday pay. Holiday

pay will be based on driver's regular route time, not to exceed eight (8) hours.

If school is scheduled on Good Friday, the employee will receive a floating holiday to use on any non-scheduled work day.

ARTICLE IX: ROUTE SELECTION

A. Route Selection

Each year, all routes will be selected by seniority on the Monday that is three weeks prior to the first day of school. The Director of Transportation or designee will publish all regular education routes for five (5) days prior to the selection day and will email a copy of the route to all drivers ten (10) calendar days prior to route selection unless a copy is requested for pick up in the transportation office. All available shuttle data will also be included. Students requiring aides or special consideration will be noted on the route at the time of route selection. In the event a situation occurs which is beyond the control of the Director of Transportation, prohibiting the publishing and notification ten (10) days prior to route selection, it will be the responsibility of the Director of Transportation to contact the Association Board. Drivers are responsible for making sure the Transportation Office is aware of how they wish to receive the route selection packet, when requested, at the end of the prior school year. The six (6) FHBDA Board members will be present and paid for hours worked during the route selection process. If a driver is late for their assigned route selection time, that driver will not be able to pick a route/shuttle and must wait until the end of the scheduled route selection process. After the scheduled route selection process, late drivers may choose from remaining routes according to seniority.

- Responsibilities of the FHBDA Executive Board members are as follows: FHBDA President and Vice President: Will be stationed in the lounge following the route selection area. Responsibilities are to verify and record the selection of routes/shuttles/alternate shuttles/other district responsibilities do not exceed eight (8) hours of overlap times.
- FHBDA Treasurer and Secretary: Will be stationed following the FHBDA President and Vice President. Responsibilities are to develop lists for those who would like to sign up for bus safety, bus washing, and join the FHBDA.
- FHBDA Trustees: Will be stationed in the lounge. Responsibilities are to assist in keeping track of each driver's scheduled route selection time, keep them on track for their allotted time of five (5) minutes, and to assist with questions regarding picking their route/shuttles/alternate shuttles.

B. Summer Routes

All summer routes will be selected by seniority before the last scheduled school day in June and will be published not less than three (3) days prior to the selection day. Alternate positions will be posted and selected at the same time.

C. New or Vacant Routes

Whenever additional routes are added or mid-year vacancies occur, the Director of Transportation will post route assignments for a period of three (3) days. Vacant routes and/or shuttles will be posted within three (3) work days and will remain posted for not less than three (3) work days OR until filled. Seniority rights for the new position shall be based upon the following order:

1. Regular Routes

   Whenever additional routes are added or mid-year vacancies occur, drivers may select the route, until filled. The route will be filled according to seniority.

2. Split Routes

   If a route is to be split, the assigned driver of the original route will have first right of selection from the resulting routes.

3. Shuttles

   All known shuttles will be posted separately from the routes and selected at the same time as the routes, by seniority, as has been done in the past. All shuttles will be mailed in the packet with routes to the drivers ten (10) days prior to the selection day. All new shuttles will be posted for a period of three (3) days and be given to highest seniority drivers who signed up for the posting.

   If a shuttle cannot be driven on time by a driver after one (1) week of continuous driving, it goes to the next highest seniority person who signed for it on that posting. Shuttles are not guaranteed.

After Route selection, shuttles are considered to be a part of the Driver's regular route/assignment and must be driven on a consistent basis. Failure to do so, will result in the shuttle being removed and reassigned and banks will be reduced by a corresponding number of hours.

D. Modifying Routes

Once a driver has received their route and the estimated time of the route is established, the route may be changed as follows:

1. If the time for a shuttle/route is changed, the driver will have the following options:
   a. Keep the shuttle/route if they can make the time and the new time does not conflict with their existing assignment(s) or put the driver into overtime.
   b. Keep the shuttle/route and give up the conflicting work.
2. Driver route estimated time grids will be distributed to drivers one week following the Michigan Department of Education official student count day.

E. Exchanging Routes

In general, drivers may not exchange routes. However, in certain extenuating circumstances, it may be beneficial for drivers and students alike to have two drivers exchange routes. This would be allowed under the following conditions:

1. The Director of Transportation approves the exchange.
2. Two (2) drivers concur with the exchange.
3. The executive board of the association deems the exchange to be in the best interest of all parties and supports the exchange.
4. The driver giving up the longer route loses no time, and the driver accepting the longer route is compensated for all the time.

The exchange process may be initiated by the Director of Transportation or a driver.

F. Route Shut Down

The transportation office shall establish a list of drivers who agree to drive an alternate route in the event a route(s) must be shut down on a temporary basis. Each driver may specify which district area(s) they will drive. In the event no driver has volunteered to drive an alternate route, the Director of Transportation has the authority to assign the route to any driver.

G. Safety Team

The safety team will be chosen at the beginning of every school year from the posting/signup sheet by the Director of Transportation on Route Selection Day. All members will be selected by the Director of Transportation. The Safety Team training schedules for schools are to be established at the beginning of every school year. Once the schedules are established, members must be available for their scheduled times and may not take any other district responsibilities which conflict with scheduled training times. Exceptions may be authorized by the Director of Transportation. All safety team members will be available for mirror checks and for the initial safety check of buses for the new school year on Route Selection Day and throughout the year.

ARTICLE X: LAYOFF AND RECALL PROCEDURES

A. Layoff

1. If layoffs are required, employees shall be laid off in reverse order of seniority (lowest to highest).
2. Employees shall be given a minimum of ten (10) days written notice prior to a layoff via certified mail to the employee's last known address. A change in work schedule does not constitute a layoff.
3. All banks shall be frozen at the time of layoff and shall resume immediately upon recall.

B. Recalls

Recalls shall be in the order of seniority. Drivers will be notified by certified mail, to the employee's last known address, at least five (5) days prior to the expected return to work date. Failure to report to work within ten (10) work days of stated return date will terminate employment along with all privileges of the Agreement.

If drivers are not recalled within one (1) year from layoff, all banks shall be paid off per the Bus Driver agreement.

ARTICLE XI: EVALUATIONS

A. All non-probationary drivers will receive a formal evaluation once every three (3) years by the Director of Transportation. All new route drivers will receive an evaluation at the end of their thirty (30) working day probationary period. A rotation schedule for evaluation has been developed. Evaluations may include driving record, pre-trip review, attendance, driving route, etc. The driver will receive a copy of the evaluation by May 30 of the school year in which they are to be evaluated. Employees may be evaluated more frequently at the discretion of the administration.

B. Any correspondence which becomes part of the driver's personnel file will be shared with the driver and, if requested, a trustee for the Association. Correspondence must also be signed by the driver before it is placed in their file. The driver's signature shall only indicate acknowledgement of the correspondence.

ARTICLE XII: GRIEVANCE PROCEDURES

It is the intent that all issues be resolved as soon and as simply as possible. Any bus driver or group of drivers believing there has been a violation, misinterpretation or misapplication of any provision of the Agreement or any rule, order or regulation of the board regarding wages, hours, terms or conditions of employment, may informally try to resolve the grievance through the problem-solving process with the administration. Disciplinary action must be handled within five (5) business days of occurrence or is considered null and void. Both parties mutually agreed to extend the five (5) business days when extenuating circumstances warrant an extension.

A. Definition of Grievance

A "grievance" is a claim of improper application of the valid current ''contract agreement." An "aggrieved employee" is the employee (or employees) who is/are directly affected and, therefore, will make the claim. The Association is the aggrieved only when an employee's rights have been allegedly violated. Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration, either alone or with a representative of the Association, and having the grievance adjusted without

intervention of the Association, provided the adjustment is consistent with the terms of this contract.

B. Timelines

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the deposition at the preceding level. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association president and the appropriate Administrator per the level of the grievance. A supply of the grievance forms shall be on file with the Association secretary.

1. Level One

   An employee may, within five (5) work days of the occurrence of the grievance, orally discuss the matter with the Director of Transportation and, if requested, a trustee or other officer of the Association, with the objective of resolving the matter informally. If the problem is not resolved to the employee's satisfaction, they may:

   a. Within five (5) work days of the above conference, put the grievance in writing on the form provided and present it to the Assistant Superintendent of Finance and Operations.

   b. A conference between the Assistant Superintendent of Finance and Operations, the employee(s) and Association trustee or other officer shall be held within five (5) working days. The Assistant Superintendent of Finance and Operations shall submit the written decision to the employee and the Association no later than five (5) work days after the meeting.

   c. The Association trustee shall then report to the Association officers and a determination of the merits of the grievance will be made.

   d. If the grievance is not resolved at this level and the Association Officers feel that the grievance has merit, the Association shall file a level two (2) appeal form.

2. Level Two

   a. The level two (2) grievance form will be filed within five (5) work days to the Assistant Superintendent for Human Resources.

   b. The Assistant Superintendent for Human Resources or his/her designee shall return a written decision to the Association no later than ten (10) workdays after the receipt of the level two (2) form. If said decision fails to settle the grievance, the Association may

appeal to level three (3) no later than ten (10) work days after receipt of the Assistant Superintendent for Human Resources' decision.

3. Level Three
   The matter still being unresolved, the Grievance will be forwarded to the Superintendent who will review the grievance and respond within fifteen (15) workdays.

   This would resolve the grievance and such decision shall be binding by both parties.

ARTICLE XIII: WAGES AND COMPENSATION

A. Wages

2026-2027

- Step
- 5.0% on schedule
- Trip rate - $21.00 per hour
- Bus Washer rate - $15.56 per hour
- Wage increases will be retroactive for regular/scheduled hours worked from July 1, 2026 through contract ratification date and will be paid in a one-time lump sum payment prior to December 1, 2026.

2026-2027

Step	Base
1	$24.34
2	$24.62
3	$24.92
4	$25.20
5	$25.49
6	$25.79

	PREMIUM (+ PER HOUR RATE)
Driver Trainers	$3.00
Lift Bus	$1.50

Compensation, such as longevity will be effective July 1. Vacation days will become effective on the driver's seniority date.

It is the responsibility of the employee to check their wages and benefits to ensure that they are being compensated appropriately. Any errors that are discovered, whether in favor of the employee or the district, will be corrected within the current fiscal year. Adjustments prior to July 1 of the current fiscal year will not be made.

B. Longevity

Beginning in the seventh year of continuous employment in a regular position, a driver will receive an additional $0.15 per hour in addition to the top step of the wage schedule. This amount is increased by $0.15 each year.

Annual longevity payment to be made in June of each year to all active employees in this group meeting the following criteria:

- 5-9 years of continuous service in the district in a regular position by June 30 of the preceding year - $200
- 10-14 years of continuous service in the district in a regular position by June 30 of the preceding year - $400
- 15+ years of continuous service in the district in a regular position by June 30 of the preceding year - $600

C. Requirements of Job

Mandatory meetings, committees, conferences, bus school, drug testing, and other duties as assigned by the Director of Transportation will be paid at their regular rate, excluding premiums. Every effort will be made to offer two sessions for mandatory meetings.

D. Overtime

Overtime shall be paid at one and one-half (1.5) the regular hourly rate for all hours over forty (40) per week.

E. Emergency Work

The Director of Transportation will implement an emergency list for drivers to sign up for additional work of any type on a rotation basis.

Emergency work will be offered to regular drivers at overtime rate from an overtime list before being offered to substitute drivers.

F. Breakdown or Accident

Drivers shall be paid at their regular rate for any time spent beyond regularly scheduled time due to a breakdown or accident, plus any time required for reports and drug testing.

Pursuant to PA 187, the Pupil Transportation Act of August 15, 2006, bus drivers who have been convicted of any motor vehicle traffic violation that resulted in an accident while operating a commercial motor vehicle, will be required by the law to take a Commercial

Driver License (CDL) skills test. Should a conviction be determined by admission of guilt and payment of fine, or as determined by a court proceeding, the driver shall not operate a school bus until the driver has passed the CDL test. Until the driver becomes eligible to drive a school bus, they shall be placed on an unpaid leave of absence. The driver will continue to maintain any insurance coverage they are receiving provided they pay their portion of the cost. The driver will not receive any other benefits of the Bus Driver Association Master Agreement until they become eligible to return to work.

G. Jury Duty

In the event that a driver is summoned for jury duty, a special leave of absence shall be granted for that purpose. The driver shall be at work at all regular working hours when not serving as a juror. The pay a driver shall be entitled to for such leave shall be their regular wage plus premiums for time necessarily lost from their normal work schedule, less any amount earned for jury duty. Mileage based on the IRS rate will be reimbursed to the employee from the Business Office.

H. Court Summons/Subpoena (Witness)

In the event a driver is required to appear in court for reasons of legal suit being brought against the forest Hills Public School District or the driver, in connection with their employment by a third party, said driver shall be paid at the regular wage for all time spent and reimbursed for any direct, personal expenses incurred. The district shall provide legal counsel as deemed necessary. The Director of Transportation or member of the administration, if requested, in writing, will accompany the driver in these proceedings.

I. School Closings

When school is closed because of special circumstances or inclement weather, employees will be paid for the first four inclement weather days in a school year. When there are more than four inclement weather days, drivers will be paid under the following circumstances:

- A driver is required to report to work by the Director of Transportation
- A driver uses personal, vacation time, or sick time.

On the fifth and sixth days when school is closed for students due to inclement weather, but district staff are still working, employees may either choose to work or use available personal, sick, or vacation time to receive pay. Employees should notify the Director of Transportation of their desire to work on inclement weather days by November 1 of each school year. On these inclement weather days, the employee will be assigned work by the Director of Transportation to benefit the district, which may include cleaning buses or other cleaning duties.

In the event that the Superintendent deems the weather situation to be severe enough that the entire district is closed and employees are notified to stay home, drivers will be paid their regular route time. These days may be the same as the first four inclement weather days. This

includes staff that may be in probationary status.

J. Early/Emergency Dismissal

In the event of an anticipated emergency dismissal (i.e., bad weather), a good faith effort to contact all drivers will be made. If no contact is made and a substitute driver must be called, the regular route driver will not receive pay for the route time driven by the substitute, but may use personal time to make up the lost wages missed.

K. Delay Day or Cancellation of School

A driver will be paid two (2) hours at their regular wage if they report to work and school is canceled or there is a delay in school starting time. Drivers arriving to work earlier than 30 minutes before the beginning of their schedule arrive time will not be granted the 2-hour delay/cancellation pay.

L. Familiarizing Drivers with New Routes

1. Up to one and a half (1.5) hours of regular pay will be paid each run at the beginning of the school year, after the driver meets with office staff to discuss any suggested changes/updates to be made in routing software. The Transportation Office will supply a sign-up sheet for available meeting times. Drivers taking established routes during the school year do not qualify under this section. Additional time must be approved by the Director of Transportation.
2. Summer drivers shall receive up to four (4) hours of regular pay for familiarizing themselves with route.
3. Drivers who are asked by the Director of Transportation to revise their route sheets shall be paid regular pay for the time required.

M. Bus Driver Responsibilities

1. Drivers will be given thirty (30) minutes in the AM and twenty-five (25) minutes in the PM to clean, pre-trip, fuel, and post-trip their bus, check mailbox/messages, and complete student behavior documentation each work day.
2. The same compensation will be provided for drivers required to use additional buses on the same day.

   Driver arrival time will be established by the Transportation Office. Arrival times will be determined each school year based on the school schedules.

N. Sick Leave Pay Off at Retirement

At the time of retirement from employment, if an employee has accumulated sick leave, the board will pay a bonus as follows:

50 days (300 hours) pays:	$700.00
75 days (450 hours) pays:	$1,600.00
100 days (600 hours) pays:	$2,600.00

The District will contribute a sick leave payout into an annuity with a board approved vendor prior to June 30. It will be the employee's responsibility to complete the proper documentation with the benefits office for this board paid sick leave payout no later than May 15.

O. Bonus for Proposing Cost Savings Ideas to District

1. Any employee who proposes an idea (in writing) which is approved by the administration and saves the school district over $100 annually will receive a one-time bonus of $50.
2. Any employee who proposes an idea (in writing) which is approved by the administration and saves the school district over $250 annually will receive a one-time bonus of $100.

P. Reimbursement for CDL's

The board will reimburse the driver the cost of all required testing to receive a CDL license and any other classifications required by law, not including the cost of a basic operator's license. Renewal costs will be covered to the same extent.

Q. Scheduled Days Off

Drivers who have scheduled time off (per official school calendar) from their route will not be paid for non-driving time. They may sub on other routes during that time or they may drive trips, as the schedule allows. It shall be the responsibility of said driver to notify the office of availability and they will be given priority consideration by seniority.

R. Association Representation of Fellow Employee

Association trustees or other officers who represent and meet with a fellow employee that meets with the administration to resolve an issue may be released from their assignment and compensated at their regular wage and premium.

S. Pay for Physicals

Drivers will receive pay for the actual time of the physical plus one (1) hour travel time at their regular rate.

T. In-service Training

Drivers will be required to attend in-service training for six (6) hours in August prior to the start of school as well as six (6) hours on the first full-day staff professional learning as identified in the approved school calendar. If additional in-service training is necessary, every effort will be made to provide two weeks' notice.

U. Attendance Incentive

If a regular driver has no absences, with the exception of the district provided bereavement leave, from the first scheduled work day through November 30, a $100.00 payment will be made on the second pay date in December provided the employee is still active at the time of payment.

If a regular driver has no absences, with the exception of the district provided bereavement leave, from December 1 through February 28/29, a $100 payment will be made on the second pay date in March provided the employee is still active at the time of payment.

If a regular driver has no absences, with the exception of the district provided bereavement leave, from March 1 through the last scheduled school day, a $100 payment will be made on the second pay date in June provided the employee is still active at the time of payment.

To qualify for the attendance incentive, the employee must be employed and in good standing for the entire incentive period.

ARTICLE XIV: ELECTRONIC TIME KEEPING

Drivers are required to use the district's electronic time keeping system to record their work time, including but not limited to, pre-trip, post-trip, and driving. Work time includes regular routes, shuttles, trips, and bus washing. Hours will be paid on actual time recorded in the electronic time keeping system. Drivers shall communicate any proposed adjustments to recorded time in the electronic time keeping system. Hours of routes during route selection are considered estimates. Route times may be modified for additional stops due to new ridership. Major changes will be communicated with the driver.

ARTICLE XV: FRINGE BENEFITS

A. New Hires – First Year Only

From the first day of driving a regular route, new drivers who have a minimum of four (4) hours or more per day of regular scheduled route time as well as additional time in another district position to equal a total average of twenty-five (25) hours per week shall be eligible for the single subscriber insurance rates or cash in lieu through August 31 in their first year of employment.

To be eligible for insurance during the second year, the driver must work an average of thirty (30) hours or more per week during their first year contracted work days. Eligibility for subsequent years will be based on eligibility language listed under section B in this article.

B. Medical Insurance

The Board will provide a medical insurance plan with the Western Michigan Health Insurance Pool to eligible employees.

Eligible Drivers – Single Subscriber Coverage

- Driver must be assigned a regular route
- Driver must work an average of 30-34.00 hours per week during the previous

school year
- The district will pay the statutory hard cap
- Drivers will pay their portion of costs through payroll deduction
- Drivers may purchase two-person or full-family coverage at their expense

Eligible Drivers – Single or Two-person Coverage
- Driver must be assigned a regular route
- Driver must work an average of 35-39.99 hours or more per week during the previous school year
- The district will pay the statutory hard cap of the coverage level selected by the driver
- Drivers will pay their portion of costs through payroll deduction
- Drivers may purchase full-family coverage at their expense

Eligible Drivers – Single, Two-person, or Full-family Coverage
- Driver must be assigned a regular route
- Driver must work an average of 40 hours per week during the previous school year
- The district will pay the statutory hard pay of the coverage level selected by the driver
- Drivers will pay their portion of costs through payroll deduction

1. The counting period for work hours begins at route selection and ends on June 30 of each fiscal year
2. Eligibility for insurance benefits will start to accumulate when hours are worked for a regular route. The responsibility to sign up for benefits rests with the eligible employee.
3. For employees who are currently eligible or who have been eligible the past two years for insurance coverage, the eligibility period resets each year of this agreement
4. Drivers who have had insurance and are on leave due to a serious illness, may request a waiver of the 30-hour requirement for health insurance eligibility. The request will be reviewed by a committee comprised of the Assistant Superintendent of Human Resources, Director of Transportation, and the Bus Driver Association President.
5. Drivers who are eligible to receive insurance benefits through MPSERS, are not eligible to take Medical, Dental, Vision, or Cash-in- Lieu.

C. <u>Dental Insurance Plan</u>

The Board will provide a dental insurance plan through AND Administrators, Inc. to eligible employees.

Eligible Drivers – Single Subscriber Coverage
- Driver must be assigned a regular route

- Driver must work an average of 30-34.99 hours per week during the previous school year
- The district will pay 85%
- Drivers will pay their portion of costs through payroll deduction
- Drivers may purchase two-person or full-family coverage at their expense

Eligible Drivers – Single or Two-person Coverage

- Driver must be assigned a regular route
- Driver must work an average of 35-39.99 hours or more per week during the previous school year
- The district will pay 85% of the coverage level selected by the driver
- Drivers will pay their portion of costs through payroll deduction
- Drivers may purchase full-family coverage at their expense

Eligible Drivers – Single, Two-person, or Full-family Coverage

- Driver must be assigned a regular route
- Driver must work an average of 40 per week during the previous school year
- The district will pay 85% of the coverage level selected by the driver
- Drivers will pay their portion of costs through payroll deduction

The counting period for work hours begins at route selection and ends on June 30 of each fiscal year.

D. <u>Vision Insurance Plan</u>

The Board will provide a vision insurance plan through National Vision Administrators, LLC (NVA) to employees.

Eligible Drivers – Single Subscriber Coverage

- Driver must be assigned a regular route
- No minimum hours required
- The district will pay 85%
- Drivers will pay their portion of costs through payroll deduction
- Drivers pay purchase two-person or full-family coverage at their expense

Eligible Drivers – Single or Two-person Coverage

- Driver must be assigned a regular route
- Driver must work an average of 35-39.99 hours or more per week
- The district will pay 85% of the coverage level selected by the driver
- Drivers will pay their portion of costs through payroll deduction
- Drivers may purchase full-family coverage at their expense

Eligible Drivers – Single, Two-person, or Full-family Coverage

- Driver must be assigned a regular route
- Driver must work an average of 40 hours or more per week during the previous school year
- The district will pay 85% of the coverage level selected by the driver
- Drivers will pay their portion of costs through payroll deduction

The counting period for work hours begins at route selection and ends on June 30 of each fiscal year.

E. Open Enrollment Period

The Open Enrollment period for fringe benefits covered through the Flexible Benefit Plan is the month of November with benefits beginning the month of January, except for new hires, who will need to enroll for vision and dental benefits in the Human Resource Office the first month after completing their probationary period.

Once an employee enrolls in the benefit plan, they will remain enrolled until September 30 unless employment is terminated or there is a change in family circumstances which qualified the employee for a change in benefits.

F. Cash in Lieu of Medical Benefits

In lieu of subscribing to the Board provided health insurance, an eligible employee may select the cash in lieu option equal to the amount listed below. Cash in lieu will be disbursed over 24 pay periods and will not be paid on the third pay of the month. If thirty (30) employees district-wide change from medical coverage to cash in lieu for January 1, 2027, the cash in lieu amount increases to $6,000. If thirty (30) employees district-wide do not change for January 1, 2027, it remains at $3,500.

Hours worked beginning at route selection through June 30 each fiscal year shall be included in the calculation for determination of medical and dental insurance, and cash in lieu eligibility for the following year.

G. Life Insurance

The Board will pay the monthly premium to provide each driver who qualifies with an average of 30 hours or more per week with $15,000 life insurance coverage. Drivers who work less than 30 hours but more than 10 hours on average per week will receive $5,000 life insurance coverage.

H. Hold Harmless

Liability protection to defend, hold harmless and indemnify the employee in the event that any claim, legal proceeding, etc., is brought against the driver in their capacity as an employee of the District provided they are acting within the scope of their employment. This liability is limited to the liability policy maintained by the district ($1,000,000), subject to carrier requirements and restrictions.

I. Workers' Compensation Insurance

1. The board will provide Workers' Compensation insurance.
2. Employee must report job-related injuries to the Human Resources Office within twenty-four (24) hours through completion and submission of the appropriate form.
3. In cases where the employee is paid benefits under the Workers Compensation Act, the employee may request deductions on a prorate basis from the sick leave accumulation to ensure no difference between the employee's regular straight time wages to Workers Compensation benefits, or until such time that the employee's sick leave is exhausted.
4. For determining eligibility for insurance, if a driver who is receiving health insurance has a valid Workers' Compensation claim, the hours that the driver worked in the current year prior to the injury will be averaged and projected out through the time the driver is being compensated through Workers' Compensation and will be added to hours worked in the calculation for insurance eligibility for the following year.

   Drivers who are not receiving insurance at the time of a Workers Compensation eligible injury will not receive credit for any work hours lost due to the injury toward "hours worked" for the purposes of determining health insurance eligibility in the following school year.

   Employees are responsible for their MIP contribution on reportable Workers Compensation payments.

J. Long-Term Disability

Employees may purchase Long-Term Disability benefits on an after-tax basis during the open enrollment period.

K. Flexible Spending Accounts

Employees may elect to establish a flexible spending account through their benefit election form during open enrollment. Flexible spending accounts allow participants to use pre-tax dollars for out-of-pocket medical expenses, dependent care expenses and employer sponsored medical-related insurance premiums.

It is the employee's responsibility to submit claims directly to the provider for processing their reimbursements. An employee may elect any amount up to the maximum allowed.

It is important to note that according to IRS regulations, employee contributions to a flexible spending account that are not used by the end of the plan year are forfeited.

When an employee elects to sign up for a flexible spending account, the amount selected is deducted out of their pay during the nineteen (19) pay deduction period. The nineteen (19) pay spread normally runs from the second pay in October through the first pay in June of each school year.

ARTICLE XVI: TRIPS

A. Trips

1. A minimum of three (3) hours will be paid for Saturday and Sunday trips and for trips on non-scheduled school days during the school year.
   Drivers who do not drive an AM and PM route are not eligible to drive a trip unless it has been turned down by all regular drivers.
2. Trips will be offered to regular drivers at overtime rate from an overtime list before being offered to substitute drivers.

B. Canceled Trips

Once a driver has been given a trip off the trip board, if trip is canceled with more than 48 hours notice, the trip will not be paid. However, the driver assigned to that cancelled trip will receive a green dot and receive credit toward "worked hours" for benefit eligibility. If a trip is cancelled with less than 48 hours notice, other than an Act of God, the driver will be paid posted time of trip plus pre-trip.

The district proposes to explore using the new transportation software to track canceled trips and eliminate the “green dot” process.

Drivers may not take another work assignment during the time that they are being paid for a canceled trip. Drivers are considered to be on the clock at those times. (Refer to Bus Driver Employee Handbook for procedures and employee work rules).

In the event of a trip cancellation while a trip is in progress, due to an "act of God," the driver will be paid for time driven. The trip will be driven by the same driver at the rescheduled date (if rescheduling for a later date is accomplished within forty-eight (48) hours) or the driver has the option of following the handbook trip cancellation procedures.

C. Meal and Lodging Reimbursement

On overnight trips, food and lodging will be provided for drivers and expenses will be reimbursed upon paid receipt submitted to the Director of Transportation. Lodging shall consist of private, single accommodations, when it is possible, to allow drivers uninterrupted sleep time. If such accommodations are not available, trip postings will indicate such and trip selection will be taken from those agreeable of accommodations posted. Drivers will not be paid for the sleep portion of the trip (maximum eight (8) hours) unless the driver is responsible for student supervision, while not driving the bus or transporting students during sleep hours.

The board will reimburse drivers on trips for food and lodging based on the current reimbursement rates as determined on an annual basis by the district and located on the reimbursement form.

Non-Overnight Trips

Non-overnight trips will receive one (1) meal for every four (4) hours worked.

D. Trip Times

Drivers should be at assigned school ten (10) minutes prior to departure time indicated on trip sheet on non-scheduled work days only. Trip times will be posted from the time leaving the bus garage through the time returning to the bus garage.

When taking trips, drivers will be paid at their regular rate of pay for the duration of their regular, daily scheduled route assignments. Trip rate will commence thereafter.

Further, unless otherwise approved by the office, drivers will only be allowed to give up one tier of their run, in lieu of drop only trip.

Drop Only Trips

For the purposes of this section, "Drop Only Trips" shall be trips that provide one-way transportation to or from a designation for any school sanctioned activity, or any trip that is scheduled in such a way that all of the driver's time is planned to be spent driving. Examples of such trips include ONE-WAY athletic trips, kindergarten visitation/round-up bus ride trips and trips referred to as "round robin" trips. For such trips, drivers will be paid at the REGULAR rate of pay instead of TRIP RATE.

E. Posted Time Pay

If a scheduled trip is actually driven and is reduced by more than one-half (.5) of the posted time on the trip sheet, the driver will be paid one-half (.5) of the posted time. If trip returns early, the driver shall be paid for actual time driven, rather than posted time.

F. Round Robin

A "round-robin" trip is defined as a trip where a driver waits less than thirty (30) minutes between stops. In such cases, drivers will be paid at their regular rate (route) pay.

ARTICLE XVII: ASSOCIATION RIGHTS

A. The Board will release an Association representative(s) from their assigned duties with pay, to help process grievances or other issues when it is mutually advantageous for the board and the Association to work together. Prior approval of the Assistant Superintendent of Human Resources is required.

B. The Forest Hills Bus Drivers Association shall have the right to use, upon written request, school buildings at all reasonable hours for meetings. Also, a school copy machine shall be available at all reasonable hours on a scheduled basis.

C. The Association reserves the right to specify the number of Association board members to be present at any meeting.

D. Changes to the transportation handbook will be discussed and agreed upon with the FHBDA Board prior to changes being implemented. Employees will be notified, in writing, of any changes.

E. The procedures in the transportation handbook will be followed.

ARTICLE XVIII: BOARD RIGHTS

A. The Board of Education retains all rights except those specifically limited by the terms of this Agreement.

B. The Forest Hills Public Schools Bus Driver handbook can be viewed online from the Forest Hills Public Schools district website by clicking on the Transparency icon. The handbook contains binding rules, regulations, policies and other information necessary for the proper performance of bus driving rules. Upon hire, the employee shall sign a statement acknowledging they have received knowledge of where they can access the Bus Driver handbook. In the event of a conflict between the handbook and the terms of this Agreement, this Agreement shall take precedence.

EMPLOYEE WORK RULES

Forest Hills Public Schools, in an effort to assure the fair treatment and safety of all employees, reaffirms and establishes the following employee work rules. These regulations of Forest Hills Board of Education have been designed not to restrict, but rather to define and protect the rights of all. It should be pointed out that the infractions described before are not to be interpreted as all-inclusive and do not preclude disciplinary action for other violations of standards of conduct determined by the District to merit discipline. In such a case, the fact that the conduct has not been specifically covered in these Rules and Regulations shall not affect the appropriateness of the District's action.

The Board believes that the great majority of its employees will abide by these rules and all other proper standards of conduct. An employee who fails to maintain proper standards of conduct at all times, or who violates any of the following rules shall subject him/her to the disciplinary action below:

A. The Following shall be causes for disciplinary action up to and including immediate discharge:

1. Theft of private or school property, including property of a fellow employee.
2. Removing school property, records or other materials from school premises without proper authorization.
3. Falsification of records or reports, including personnel, absence, sickness, accident, injury or work records.
4. Deliberate destruction or abuse of school property, tools or equipment.
5. Causing, leading or engaging in a strike, walkout or other work stoppage, slow down or interference with work.
6. Bringing firearms or weapons of any kind onto school property or possessing same on school property.
7. Use, possession, manufacture, distribute, dispensation, transportation or sale of illegal drugs, controlled substances, alcoholic beverages or any other substance which affects or may affect an employee's ability to competently or safely perform or to report for duty in an unfit condition.
8. Insubordination, including use of profane or threatening language, to a school official, student, community member, or staff member.
9. Fighting on school property or threat of physical violence to others.
10. Operation and/or use of machines, telephone, tools or other Board owned equipment without approval from the employee's supervisor, abuse, misuse, or destruction of Board and/or other's property, tools or equipment.
11. Misuse and/or removal of Board property, records or other Board materials without proper written authorization from the immediate supervisor.
12. Threatening, intimidating, coercing or interfering with work of other employees.
13. False statements knowingly or recklessly made, or violently abusive and personally defamatory statements or slander of another employee, student, parent or Board

member and where such conduct is related to and interferes with the educational process and administration thereof.

14. Distribution of obscene, vulgar or indecent written printed matter which tends to disrupt the school
    or school district, or results in danger to other persons on school property or interferes with school work or discipline.
15. Unlawful or improper conduct of an employee, on and off District property and/or during non-work hours which affects the employee's relationship to his/her job, his/her fellow employees, his/her supervisors, students of Board property, reputation or good will in the community.
16. Refusal to do job assignment.
17. Violation of Board Policies.
18. Improper conduct which is at variance with concepts that are generally accepted and approved in the community, engaging in conduct which is prescribed by the criminal statutes.

B. <u>The Following shall be causes for disciplinary action. There are four (4) different levels of discipline which may be imposed. They can be used in any sequence to fit the seriousness of the situation. The four levels are as follows:</u>

- Oral Reprimand
- Written Reprimand
- Two (2) Day Disciplinary Layoff Without Pay
- Discharge

1. Failure to be at the workstation, ready to work, at the starting time.
2. Stopping work before break time, lunch time or quitting time.
3. Conducting personal business during work hours or on school district premises, or use of district equipment for personal reasons.
4. Unauthorized or unexcused absence, reporting late to work, leaving work area or building during work hours without authorization.
5. Irregular work attendance so that the services of employee are little value to the Board, or intermittent absenteeism amounting to part-time employment.
6. Inattention to duties, loafing or wasting time during work hours.
7. Slowdown in performance or causing slowdown in performance.
8. Any conduct which impedes the productivity of one's self or others.
9. Vending, soliciting, and collecting of funds or distribution of literature in work areas during employee's on-duty time.
10. Violation of safety rules.
11. Violation of District, State or Federal safety rules or practices and/or engaging in any conduct which tends to create a safety hazard which endangers self and/or others. Employees must, at all times, wear safety articles and use protective equipment when required and immediately report to their supervisor any injury or accident.

12. Failure to report injuries or accidents to the employee's immediate supervisor.
13. Violation of common sense health and sanitation rules, including maintenance of personal hygiene.
14. Discourtesy to other employees, supervisors or visitors to the building.
15. Smoking is prohibited on school property during work hours and at any school- related event during the day, evening or weekend.
16. Gambling or taking part in any game of chance on Board premises.
17. Dress or grooming that disrupts the school setting.
18. Unsatisfactory work performance.
19. Poor housekeeping, creating or contributing to unhealthy or unsanitary conditions.

In addition, the accumulation of a combination of three (3) written warnings and/or disciplinary layoffs for the violation of the above rules will be cause for discharge.

The foregoing rules are not intended to be all inclusive of the required discipline, proper standards of conduct or obligation of employees. The Board shall, when it deems it appropriate, establish additional rules and building administrators and other supervisors may set up particular rules to govern their employee's conduct as they deem necessary by the nature of their operations.

ARTICLE XIX: CLOSURE AGREEMENT

The parties acknowledge that during the negotiations which result in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or any matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived by both parties are set forth in the Agreement. Therefore, the Forest Hills Board of Education and the Forest Hills Bus Drivers Association for the life of this Agreement voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter which was negotiated but no agreement was reached.

The parties shall continue to meet in good faith for the purposes of negotiating Letters of Agreement related to issues which are mutually deemed as not being addressed in the current Agreement; and to resolve concerns which may arise as to the negotiated intent, interpretation and application of the current Agreement.

ARTICLE XX: DURATION

This Agreement shall be effective from September 14, 2026 to June 30, 2027.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is reviewed, modified or extended by mutual written agreement of the parties.

In witness thereof, the parties hereto have caused this Agreement to be signed by their representatives.

SIGNED ON BEHALF OF THE ASSOCIATION:

Daniel Smolek, President
Date:

Angela Yerian, Negotiations Secretary
Date:

Angela Sloan, Vice President
Date:

SIGNED ON BEHALF OF THE BOARD OF EDUCATION:

Tom Hosford, Chief Negotiator
Date:

Julie Davis, Assistant Superintendent of Finance and Operations
Date:

Adopted by the Board: September 14, 2026