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NEGOTIATED AGREEMENT

BETWEEN

OAPSE/AFSCME, AFL/CIO LOCAL #713

AND

THE AURORA BOARD OF EDUCATION

January 1, 2023 - December 31, 2025

Aurora Board of Education & OAPSE Agreement

January 1, 2023 – December 31, 2025

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AGREEMENT BETWEEN THE AURORA BOARD OF EDUCATION
and
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES CHAPTER 713

ARTICLE I. RECOGNITION

The Board of Education of the Aurora City School District (hereinafter "Board" and/or "Employer") recognizes the Ohio Association of Public School Employees, AFSCME-AFL/CIO and Local 713 (hereinafter the "Union") as the sole and exclusive bargaining agent during the term of this Agreement, in respect to rates of pay, hours of work and conditions of employment for all employee(s) employed in the custodial, transportation, and paraprofessional classifications as identified by the salary schedules contained herein.

Any difference which shall arise between the Administration and the Union as to whether or not a newly created position is or is not included within the bargaining unit shall be determined by the State Employment Relations Board (SERB).

Excluded are all persons determined by the Board to be management or confidential positions. All seasonal, student, and substitute employees are also exempt.

A change in recognition for successor Contracts shall be in accordance with 4117.07 Ohio Revised Code.

ARTICLE II. THE NEGOTIATION PROCESS

SECTION 1 - GENERAL

- A. Negotiations - Negotiations is the process of conferring, discussing, proposing, considering, and reacting, in good faith, in an effort to reach mutual agreement on items under consideration.
- B. The Negotiating Teams - The Employer and the Union shall be represented at all negotiation sessions by a committee of negotiators, not to exceed five (5) persons on a committee. Neither party shall have any control over the selection of the members of the negotiating committee of the other party.

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- C. Good Faith - The parties will negotiate in good faith with regard to those matters of common concern as herein stated and will use professional and educational channels during the negotiating process.
- D. Negotiations Schedule - Negotiations shall be commenced no sooner than seventy-five (75) days prior to the expiration of the current agreement. The parties shall exert reasonable effort to complete negotiations for a successor agreement prior to the expiration of the current agreement, unless otherwise mutually agreed by the parties.
- E. Negotiations Meetings
 - 1. Request for the start of negotiations shall be in writing -- from the Union to the Superintendent.
 - 2. The first negotiations meeting must be held at a mutually convenient time and place within ten (10) days after the receipt of a request unless both parties agree to an extension of time.
 - 3. Negotiating meetings shall be held in private.
 - 4. During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by the spokesperson for each negotiating team, and set aside.
 - 5. Either team may call for a caucus at any time. If either team believes that this caucus would extend beyond a reasonable time, they may request that the negotiations session shall be recessed until a later time.
 - 6. During the course of negotiations, joint study committees may be created by mutual consent of the negotiating teams. At the time the study committee is created, its purpose and assignment shall be stated and the time set for a report of its findings to be submitted only to the negotiations teams. The work or results of such committees shall be advisory only.
 - 7. Either team may declare a recess in good faith. A recess can begin only after mutual agreement on the time, place and date for the continuation of the negotiating sessions.
- F. Exchange of Information - Prior to and during the period of the negotiating sessions, the Board and the Union agree to furnish each other, upon written

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request and in a reasonable time period, information essential to the respective negotiating teams in developing intelligent, accurate and constructive recommendations.

- G. Joint Releases - The negotiations are private. Any release of information during negotiations shall be made only by mutual agreement as to when and content of the release. The Union and the Board have the right to make progress reports to its membership.

SECTION 2 - AGREEMENT

A. Agreement

1. When total agreement is reached by the negotiating teams, all initialed tentative agreements shall be compiled in contract form. The final copy shall contain terms of the agreement, and the effective date of the agreement.
2. The total agreement shall first be submitted to the Union for ratification. If the Union ratifies the agreement, its Union Field Representative, President, and other designated individual shall affix their signatures.
3. The Board shall then receive written certification that the entire agreement has been accepted or rejected by a majority of the membership of the Union present at a meeting.
4. If the Union has ratified the agreement, the Board, at its next regular or at a special meeting, shall accept or reject the total agreement. If the Board ratifies the agreement, its President, Superintendent, and the Treasurer shall affix their signatures and, by resolution, the agreement shall become a binding contract.
5. Items in such a ratified agreement shall constitute revisions of any conflict in Board or Administrative rules and regulations.
6. The Board and the Union shall equally share in the printing of the contract in sufficient quantity as is needed.
7. In the event that either party rejects the agreement, the Impasse - Section 3 herein shall be implemented.

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SECTION 3 - IMPASSE

Either party may declare Impasse thirty (30) days or less prior to expiration of the agreement. The parties shall jointly prepare a request for a Federal Mediator and direct such request of the Federal Mediation and Conciliation Service. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The Mediator has no authority to recommend or to bind either party to any agreements.

This shall be the mutually agreed upon Impasse procedure.

SECTION 4 - PROVISIONS CONTRARY TO LAW

If any provision of this document or any application of the document to any support staff person or persons is found to be contrary to the law, then the parties shall meet within ten (10) days to negotiate said provision in conformance with the law, if necessary.

SECTION 5 - GENERAL PROVISIONS

- A. The Board and Union assure the support staff that no reprisal of any kind shall be taken against any participant in negotiations between the Union and the Board by reason of such activity.
- B. Nothing written into this agreement shall restrict or deny to any support staff member or the Board rights provided by law or in the rulings and regulations of the State.

SECTION 6 - AMENDMENT PROCEDURE

- A. Amendments to this agreement may be considered if mutually agreed upon for consideration by both parties. Any amendment to the agreement shall be binding on both parties. The process for amending the agreement shall be that prescribed in Section 2 of this Article.

ARTICLE III. GRIEVANCE PROCEDURE

The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to stated grievances.

SECTION 1 - DEFINITIONS

- A. A grievance is an alleged violation of a specific Article or Section of this agreement.
- B. A grievant is an employee or employees who file a grievance.
- C. Days are defined as regularly scheduled work days.
- D. A representative may be a member of the Union grievance committee, or Union Field Representative.
- E. Superintendent includes designate.
- F. The Union, as an entity, is specifically limited to filing a grievance for alleged violations of Article 8, Section C, D, E, F, G, H, I, J, K, L, M, and N, and Article 12, Section A (1), (2), and or (3).

SECTION 2 - GENERAL CONDITIONS AND RIGHTS OF GRIEVANT

- A. A grievant shall not stop, suspend, or otherwise negatively alter or diminish work because of an alleged grievance.
- B. The grievant may appear on his/her own behalf in an attempt to resolve the matter at its lowest possible level.
- C. If, however, the employee is unable to resolve the matter at the lowest level, the grievant may be accompanied at any subsequent step in the procedure by a Union representative, including but not limited to: stewards, union building representatives, the union president or other union officer and/or the assigned OAPSE field representative.
- D. The time limits at each level are considered maximum. However, they may be extended by mutual agreement of the parties of interest in writing.
- E. Any grievance not processed by the grievant through any of the successive levels within the specified time limits and in the absence of an agreed upon

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time extension described in Section 2-D above, shall be considered waived and the alleged grievance no longer exists. Any grievance not answered by the Administration within the time limit in that step such grievance shall automatically proceed to the next step.

- F. Any grievance must be filed on approved forms (Appendix C) and shall be available from the union president, vice president, steward or other local union representative.
- G. In the event that a grievant chooses to have a grievance processed without the participation of the Union, such grievant shall be liable for any expense incurred thereby, including the cost of the arbitrator provided in Level 5. Furthermore, in the event that the Union determines that a grievance should not be processed to the next level of the grievance procedure, the grievant shall be liable for any further costs incurred, including the cost of the arbitrator provided in Level 5.
- H. If such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.
- I. Copies of all grievances, responses and other related matter shall be sent to the Union President.

SECTION 3 - GRIEVANCE PROCEDURE

Level 1: (Informal) - If an employee believes there is basis for a grievance, he/she must first discuss the matter with his/her principal (custodial/paraprofessional) or immediate supervisor (transportation) in an effort to resolve the matter informally. Such discussion must take place within ten (10) working days of the alleged grievance, or when the employee should have known of the grievance.

Level 2: (Formal) - If the grievance is not handled to the employee's satisfaction at the informal level, the employee may along with a union steward or other local union officer make, within five (5) days after the supervisor/principal's answer, a written request on the approved grievance form to the immediate supervisor for review and further study. The written grievance shall state the date of the alleged violation, the provisions of the agreement or policy violated (including any past practice), and the relief or result sought. Within five (5) working days after the presentation of the grievance, the supervisor shall give a response in writing to the employee.

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Level 3: (Formal) - If the grievance is not resolved in Level Two, the employee may, within seven (7) working days of receipt of the supervisor's answer, submit to the Superintendent or designee the response at Level Two with the original grievance statement. The Superintendent or designee shall give the employee a response in writing within seven (7) working days after receipt of the written grievance.

Level 4: (Formal) - If the grievance is not resolved in Level Three, the employee may, within seven (7) working days of receipt of the Superintendent's response, submit the grievance to the Board of Education's personnel committee. Within twenty (20) working days of receipt of the grievance, the personnel committee shall meet with the grievant for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered in writing within seven (7) working days.

Level 5: (Formal) - If the employee is not satisfied with the resolution offered at Level Four, the Union may appeal the grievance to an impartial arbitrator in association with the rules of the Federal Mediation and Conciliation Service. The process for the selection of the arbitrator shall be mutually developed by the Superintendent and the Union. The appeal shall be in writing and made within ten (10) days of the personnel committee's reply at Level Four.

SECTION 4 - POWER OF THE ARBITRATOR

- A. It shall be the function of the arbitrator and he/she shall be empowered except as his/her powers are limited below, after due investigation, to render an opinion in case of an alleged violation, interpretation, or application of this agreement or uniform application of Board rules and regulations. He/she shall have no power to add, to subtract from, disregard, alter, or modify any of the terms of this agreement. Except in matters specifically restricted by the terms of this agreement, the arbitrator shall have no right to substitute his judgment for that of the Administration.
- B. He/she shall have no power to decide any question which, under this agreement, is solely within the responsibility of management to decide. In rendering an opinion, the arbitrator shall give due regard to the responsibility of management except as it may be limited by specific language of this agreement.
- C. The arbitrator shall have no power to establish salary schedules or change salary schedules.

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- D. The findings and opinion of the arbitrator shall be binding upon the grievant, the Union, the Administration, and the Board.
- E. The fees and expenses of the arbitrator shall be shared equally by the Union and the Board. Any other expenses resulting from the grievance arbitration shall be borne by the party requesting them, and neither party shall be responsible for the expense of witnesses, except where it is agreed that such hearing is during the witness' regular work hours.

ARTICLE IV. CONDITIONS OF EMPLOYMENT

SECTION 1 - EMPLOYMENT

- A. Probation - All employees of the Aurora City Schools shall serve on a probationary period for the first one hundred (100) work days of their employment. If an employee is in need of a longer probationary period, as determined by the administration, this may be extended an additional 80 days after consultation with the union. During this period, progress reports are prepared by the employee's immediate supervisor and reviewed by the designated reviewer. Employees must sign a copy of this report before it goes to the Superintendent's office. The signature does not necessarily mean that he/she agrees with the report, but merely that it has been read and discussed with the supervisor. If the probationary period is developing unsatisfactorily, the employee will be given notice advising that work performance has been unsatisfactory and recommending improvement in specific areas of concern. Newly hired regular employees may be discharged without cause at any time during the one hundred (100) or one hundred eighty (180) work days. Current employees accepting a position in a different classification may be returned to his/her previously held position at the end of the probationary period. In such case, the replacement employee shall be returned to the previously held position or laid off.
- B. Performance Appraisal - In addition to the probationary reports, all support staff employees will have their performance formally appraised (see Appendix A -*to be redesigned*). At least once a year an appraisal will take place not earlier than April nor later than June. Bargaining unit members shall not be responsible for the evaluation of other members; however, those in supervisory roles may be consulted about an employee's performance. Upon completion of the performance evaluation, the evaluator shall discuss the evaluation with the employee. The employee must sign the evaluation form to indicate receipt of a copy of the evaluation. This signature merely indicates that the employee has received a copy of the evaluation form. An employee may prepare a written response to such appraisals and it shall be attached to same. If an employee's performance has not been satisfactory during the appraisal period, he or she may be subject to a special performance review period of an additional forty-five (45) work days. The employee shall be advised of the area(s) in which he/she must improve performance at the beginning of this period in a written improvement plan identifying: the area(s) of deficiency, suggestions for improvement, means of obtaining assistance, and a target date for improvement. If the employee's performance does not

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improve at the completion of the forty-five (45) work day period, he/she may be frozen at his/her current salary step for a period of one calendar year.

- C. Transfer - A transfer is defined as a reassignment of an employee from one position to another in the same salary and work (job) classification. Transfers may be voluntary or involuntary and all transfers must be lateral transfers, except demotional transfers which can be made at an employee's request or because of ineffectiveness in current position. Any employee desiring a voluntary transfer must notify the Business Office in writing. If transfer results in a change of working hours, Article IV, Section 2. C. applies.

D. Alternative Work Assignment (Medical Transfers)

If an employee claims that she/he needs a reasonable accommodation of her/his disability as defined under the Americans with Disabilities Act, the Superintendent or designee and the Union President or designee shall meet to review the request and determine what steps, if any, should be taken to respond to the question.

E. Transitional Work Assignment

The District provides transitional work assignments to members who are temporarily disabled due to a work related injury or illness to facilitate the member's return to their regular job assignment. Such assignments will be made under the following conditions:

1. Upon the member's medical release to return to work with physical restrictions and limitations, a determination will be made by the member's supervisor/building principal in consultation with the Superintendent to provide a suitable job assignment which accommodates the member's temporary/partial disability. Prior to a final determination the Union President will be consulted regarding any transitional work assignment.
2. A written recommendation for a transitional work assignment will be made by either the appropriate department/building personnel or through the District's third party administrator to the Superintendent, with a copy to the Association President to determine if an accommodation can be made based on the employee's temporary medical restrictions. Transitional work duty assignments may include as many of those job duties and tasks that are part of the employee's existing job or assignments that accommodate the employee's temporary medical restrictions.

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3. The decision to provide transitional work duty assignments will be based on the employee's medical restrictions and limitations and the ability of the department and/or building to provide such assignments. Transitional work assignments will not exceed 120 calendar days during a twelve (12) month period and there shall be no guarantee to provide such assignments.
4. The employee shall be compensated at his/her regular earnings rate for all work performed during the course of the transitional work duty assignment. Sick time will continue to accrue at the employee's regular rate of pay during the transitional work duty assignment.
5. During the course of a transitional work duty assignment, the employee will be expected to follow prescribed treatment as defined by their attending physician, as well as any requests by the District for additional medical information or clarification through a medical examination by a board approved physician.
6. If after 120 calendar days, an employee is unable to resume his/her regular job assignment or its essential functions, the employee will be placed on sick leave, if any accrued and unused sick time is available, or workers compensation as appropriate.
7. Upon a full medical release by the employee's attending physician, and if necessary the board's physician, the employee will resume the full duties and responsibilities of his/her regularly assigned position. If there is a disagreement concerning whether the employee can resume full duties, a doctor approved by both the employee's doctor and the doctor assigned by the Board will be controlling.

F. Job Opening

1. After it has been determined that a vacancy or a newly created position occurs, notice of the vacancy shall be posted within five (5) working days. Copies of all postings shall be distributed to the Union president and the Union's recording secretary.

A vacancy is determined to occur on the Board of Education meeting date of the acceptance of an end of employment action including retirement, resignation, or termination, in no case to exceed thirty calendar days from actual last day worked by employee who is vacating the position, unless mutually agreed to extend. In the case when an existing bargaining unit position occupied by an individual who is or will be on any form of Board

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- approved leave for sixty (60) days or longer occurs, that position shall be posted as a temporary vacancy in accordance with the provisions of this section. When the individual returns from the approved leave, the employee temporarily occupying that position shall return to his/her previous position. Said previous position may be filled by the Board during the period of temporary vacancy by a substitute, the intent of this provision being that only one move by a bargaining unit member shall be required.
2. All bargaining unit job vacancies or newly created positions shall be posted in the bus garage for a period of five (5) working days and sent to all employees via email and posted on the district website for a minimum of five (5) working days (make sure computers are available for the employee).
 3. The posting shall include the job, location, pay range, and the job description and hours of work. Location is defined as: building, route and bus number (attach the current route).
 4. Employees interested in a vacancy or new position shall submit their application in writing to the Office of the Superintendent or designee on or before the deadline listed on the posted notice.
 5. Consideration will be given to any employee who applies.
 6. If all conditions are equal among one or more candidates within the classification, namely necessary qualifications and performance factors, then seniority shall prevail.
 7. After all eligible Board employees have had an opportunity to bid, the Board shall appoint a qualified person. The position may be filled by a substitute for no more than thirty working days (30) days, provided, however, that should the employment process fail to fill a vacant or newly created position, a substitute may continue in such position until it is filled from the outside. If, after a total of ninety(90) working days the vacant position has not been filled from outside the bargaining unit, the position shall again be posted.
 8. All bargaining unit positions that become available during the summer shall be mailed to members of the bargaining unit that have shown interest in a specific position and have provided the Business Office with a self-addressed envelope.

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9. The successful candidate for any position will be communicated to bargaining unit members via union leadership.

SECTION 2 - MISCELLANEOUS PROVISIONS

- A. Calamity Day - Any employee that performs work for the Board or is requested to work shall be paid at the rate of one and one-half (1 1/2) times for hours worked.
- B. Classification Pay - If an employee is requested to and does perform work normally performed by an employee holding a higher classification, for five (5) cumulative days in any year, such employee shall receive the rate of pay to which that employee would be entitled if the employee was employed in that classification effective with the sixth (6th) day of said assignment.
- C. Hours Worked - For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

The regular scheduled hours for any custodial employee shall not be changed without a minimum of two (2) weeks prior written notification in order to give the Union and/or employee the opportunity to discuss the proposed change with the Administration. During the summer when there are activities that need to be covered by the custodial staff, the hours shall be rotated, except for head custodian, equally among all the custodial staff.

- D. Increase in Hours - When additional hours are assigned to a short hour position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest classification seniority by building. If the senior employee declines the assignment, it shall be offered to the remaining employees in the classification in descending order of seniority until the assignment is made. If no employee accepts such additional hours, the least senior employee must accept said hours, unless said regular employee can demonstrate a hardship.
- E. Increment - Annually, on July 1, the employee shall be placed on the appropriate step of the salary schedule. Each step on the schedule shall reflect one (1) year's successful service for the Board of Education. To be eligible for the first increment, the employee shall be in the employ of the Board by December 31 of the previous year. This provision shall be applied to those

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employees hired under the existing contract for step placement purpose only. No retroactive pay is included.

- F. Job Descriptions - The Union shall be furnished with a copy of the job description of each classification covered under the terms of this agreement. Prior to any change in any job description covered under this agreement, the OAPSE President and/or representative shall be notified of such change anticipated and the effective date of such change. All employees shall be given a copy of their job description no later than January 1 of the new contract year unless there are no changes in the current job description from the previous year. All new employees shall be given a copy of their job description within two (2) months of hiring date.
- G. Lunch Periods - Those employees entitled to a one-half (1/2) hour lunch break shall schedule their lunch as near to the mid point of their day as is practicable.
- H. Meetings - All employees required to attend any meetings, held other than the employee's regular scheduled work day, shall be with pay at the employee's regular rate of pay.
- I. Minimum Call-In Time - Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement.
- J. No Strike/No Lockout
 - 1. The Union agrees that during the period of this agreement there shall be no strike, sit-down, stay-in, slowdown or picketing of the operations of the Aurora City Schools, by the Union.
 - 2. In the event of any activities in violation of the first paragraph of this Section, the Board agrees that it will not hold the Union (other than those participating therein) liable in damages provided the Union promptly and in good faith takes all reasonable steps to discourage such activities and bring them to an end.
 - 3. In the event of the failure of the Union promptly and in good faith to take reasonable steps to discourage such activities and bring them to an end, the Board shall likewise have the right, in addition to such other remedies as may be legally available to it, to terminate and cancel any one and/or all of its obligations as contained in this agreement.

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4. The Board agrees that during the period of this agreement there shall be no lockout of employees by the Board.
- K. Overtime - Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half (1 1/2) the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of forty (40) hours in any calendar week whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. If the employee elects to take compensatory time off for work done during a week in which he has worked more than forty (40) hours, all compensatory time off must be at a rate not less than one and one-half (1-1/2) hours for each overtime hour worked. Employees will be permitted to accumulate this compensatory time to a limit of a total of five (5) days of time. Additional overtime worked past the five day cap will be compensated at the overtime rate. Compensatory time shall be taken at times which are mutually agreeable and do not interrupt the operations of the district. Compensatory time must be taken within a six (6) month period (July 1-December 31 or January 1-June 30) in which it was earned. Any work assigned on Sunday shall be paid at the work rate of double (2x) time.
- L. Overtime-Equal Distribution - Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department. Overtime/Extra hours shall not be given to a substitute unless no qualified employee from any building or location accepts the hours of work. Overtime may be assigned to a regular employee if no substitute is available, unless said regular employee can demonstrate a hardship. Transportation employees are excluded from this provision.
- M. Personnel Files
 1. Employees shall be provided with copies of any derogatory written material ten (10) work days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
 2. All derogatory materials, other than evaluations, shall not be referred to after three (3) years, provided there are no intervening offenses.

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- N. Physical Examinations - The Board agrees to provide the full cost of any medical examination required as a condition of employment or continued employment and will appoint annually one or more licensed doctors of medicine or osteopathy to conduct these examinations.
- O. Rest Periods
1. All bargaining unit employees who work four (4) or eight (8) hours shall be granted paid rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three-quarters (3 3/4) hours worked.
 2. Rest periods may be scheduled to the mutual convenience of the employees and supervisors.
- P. Work Week - Under normal circumstances, the work week for full-time employees shall consist of five (5) consecutive days, Monday through Friday. The regular work week for custodial personnel shall be a minimum of thirty-two (32) hours, except for the short-hour position.
- Q. Seniority - Seniority shall be defined as the uninterrupted length of continuous service with the employer, computed from the latest date of hire. Authorized leaves of absence do not constitute an interruption in continuous service.
1. In the event two (2) or more employees have the same hire date as a regular employee, the employee(s) with the earliest Board of Education approval date shall be deemed the most senior.
 2. In the event two (2) or more employees were hired at the same Board of Education meeting, the employee with the earliest application shall be deemed the most senior.
 3. In the event two (2) employees still have the same application date, the most senior employee shall be determined by a flip of the coin in the presence of the affected employees and the Union.
- R. Discipline - For the purpose of this section discipline is defined as a reduction in pay, a reduction in position, a suspension and/or termination of employment. All bargaining unit members shall be entitled to Union representation at any disciplinary hearing.

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In general, principles of corrective action shall be followed. However, offenses of an extremely serious nature including but not limited to: gross insubordination, theft, wanton negligence, or dereliction of duty, may result in a higher level of discipline, without necessarily following the steps listed below.

1. First offense — Oral warning.
2. Second offense — Written reprimand and/or time spent with trainer, supervisor or another employee by mutual agreement.
3. Subsequent offenses — Another written reprimand, reduction in pay, reduction in position, a suspension, termination of employment and/or unpaid retraining.
4. Discipline which involves reduction in pay, reduction in position, a suspension and/or termination of employment is subject to the grievance procedure.
5. Employees will be notified if video is used to investigate an alleged violation.

S. Uniforms — Clothing Allowance

1. Custodial employees will wear uniforms provided by the Board while at work. A set of uniforms will be provided to each employee once consisting of five (5) long- or short-sleeved shirts and five (5) pairs summer or winter pants or shorts. Each employee will be responsible for maintaining the uniforms in an appropriate manner. Each employee may request any additional clothing at his/her cost which will be purchased at the cost afforded the employer. Employees may order up to \$300 in uniform clothing, jackets, coats or shoes at the district's expense by June 1st of every other year. Uniforms will be distributed by August 15th of the next school year. On the year(s) that the allowance will not be available, employees can request an item for replacement.
2. Bus drivers shall be provided with uniform golf shirts and sweatshirts upon request of the individual employee. Uniform shirts shall be optional with new shirts provided every other year per employee request. If opting in, drivers will wear the shirts while at work. If opting out, drivers will display school I.D./Smart Card. Once, upon request, bus drivers may order five (5) sweatshirts/golf shirts or one (1) jacket and one (1) shirt. Drivers may order up to \$200 in uniform clothing at the district's expense every other

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year. On the year(s) that the allowance will not be available, employees can request an item for replacement.

T. Association Time

1. Employees who wish to attend local association meetings during their work hours shall be allowed to attend as long as the time spent at such meetings is made up and the building remains supervised.

U. OAPSE Orientation – All newly hired employees eligible for membership in the OAPSE bargaining unit shall make themselves available to a member of the Union's leadership team for a 15 minute welcoming briefing within 30 working days of date of hire on paid time.

ARTICLE V. REDUCTION-IN-FORCE (LAY-OFF)

The following procedures will govern the reduction of support staff employees made necessary through decreases in student enrollment, changes in regular and complementary instruction, shortage of funds, changes in the use of bargaining unit personnel and for other reasons as identified by the Board and the Administration.

- A. Reduction - Whenever it becomes necessary to reduce employees by reasons stated above, affected employees shall be reduced, within the classification: according to seniority, with the least senior employee laid off first. The following classification shall be used for the purpose of defining classification seniority in the event of a reduction:

- Bus drivers
- Custodian
- Paraprofessional

The Board shall determine in which classification the reduction should occur and the number of employees to be reduced. Ten (10) working days prior to the effective date of reductions, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications and indicate which employees are to be reduced. Each employee to be reduced shall be given advance written notice of the reduction. Each notice of the reduction shall state the following:

1. Reasons for the reduction.
2. The effective date of the reduction.

- B. Bumping rights - Custodians and paraprofessionals laid off under the above provisions may have the right to bump an employee with less seniority in another classification if the laid off employee has regular contract experience in the Aurora City School District in the classification into which the laid off employee wishes to bump. Seniority for purposes of this article shall include only classification experience, i.e. bumping rights into a classification shall only include the regular contract experience that employee has in the classification into which that employee wishes to bump. In all cases, the employee who elects to bump into another classification shall receive the wage and benefits normally paid for that classification.

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- C. Reinstatement - For the classification in which the reduction occurs, the Board shall prepare a reinstatement list in the reverse order of the reduction. Reinstatement shall be made from this list before new employees are hired in that classification or any employee is reinstated from the probationary list. Vacancies which occur in the classification or reduction shall be offered to or declined in writing by the employees standing highest on the reduction list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.

The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of reduction. If reinstated from reduction during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

The reinstatement notice shall be sent to the last known address of the employee. The employee must respond in writing within five (5) working days of receipt of reinstatement notice as determined by the date of mailing on the return receipt. The employee is responsible for keeping the Board advised of the current address. The Board notification of reinstatement to the last known address meets the Board responsibility.

- D. If an employee is offered and accepts the opportunity to be recalled for a temporary assignment within this last previously worked classification the employee shall be paid at the last step held of the classification in which the work was performed. Employees recalled to temporary assignments outside of their last worked classification shall be paid at the Board adopted substitute rate.

ARTICLE VI. LEAVES

SECTION 1 - SICK LEAVES

- A. Staff members will be granted fifteen (15) days leave per year accumulated at the rate of one and one-quarter (1 1/4) days per month with unlimited accumulation. Each support staff member will be advanced five (5) days sick leave if current accumulation is exhausted, to be paid back through normal accumulation. In cases of extreme hardship and/or extenuating circumstances, the Superintendent, with the approval of the Board, may consider extending sick leave on a personal leave basis when sick leave has been exhausted.

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- B. Sick leave may be used for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.
- C. Immediate family is interpreted to include: parent, parent-in-law, grandparent, brother, sister, child, spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, or a member of the immediate household. Employee is responsible for informing Board of changes in employee's immediate household members.
- D. Current information concerning sick leave accumulation is distributed every two weeks on the paycheck stub. Any questions can be answered by calling the Treasurer's office.
- E. A support staff member, who has prior employment with an Ohio public agency, may transfer his/her unused sick leave. To receive such credit, the new employee shall present to the Treasurer a certificate from the public agency in Ohio for which he/she was most recently employed. Such certificates shall indicate the amount of unused sick leave accrued by the employee at the time of separation of employment from the agency per Ohio Revised Code Sections 3319.141 and 124.55.
- F. Bargaining unit members are hereby notified that suspected abuse and/or misuse of sick leave including: patterns of use, habitual use of the majority of time earned each year, one or two day illness patterns or other indicators of misuse will be subjected to closer scrutiny and may lead to progressive disciplinary action, up to and including suspension or termination.

SECTION 2 - PERSONAL LEAVE

- A. Each member of the bargaining unit who are contracted for 260 days shall be granted three (3) non-consecutive personal leave days, members who are contracted for less than 260 days shall be granted two (2) non-consecutive personal leave days per contract year upon request, under the following guidelines:
 - 1. Eligibility for personal leave will be one (1) full year of employment.
 - 2. Personal days approved shall not be deducted from sick leave days.

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3. A request for a personal leave day must be made in writing to the Superintendent on the appropriate form. These forms will be accessible to employees at their work site.
4. A request for a personal leave day must be submitted to the Superintendent at least two (2) days in advance; however, exceptions to this rule may be made in emergency situations.
5. Personal leave days shall not be granted for the day before or the day after a legal holiday; however, exceptions may be made for emergency situations.
6. Personal leave days shall not be granted for the day before or the day after a vacation period; however, exceptions may be made in emergency situations. For non-12 month employees vacation periods are defined to be weekdays when school is not in session.
7. The parties agree that the purpose of Personal Leave is to attend to personal concerns which cannot be scheduled outside of the school day, and not primarily for recreational purposes or in any way for the pursuit of gainful employment. Personal leave may be used for court appearances under subpoena which are personal in nature.
8. The non-consecutive day requirement may be waived by the Superintendent in the case of an emergency.
9. Up to one (1) unused day of personal leave may be accumulated for use in a subsequent year for a total maximum of three (3) days personal leave in any school year. If there are two unused days of personal leave at the end of the school year (one unused day for custodians), one can be rolled over into sick leave.

SECTION 3 - LEAVE OF ABSENCE

- A. Upon the written request of a support staff member, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or other purposes, and shall grant such leave where an employee's illness or other employee disability is the reason for the request.
- B. Any support staff member shall be entitled to request in writing to the Superintendent and receive the right to continue to be covered by any and all insurances as selected by the employee provided that such coverage is

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available from the insurance carrier at no cost to the Board and that support staff member pays to the Treasurer of the Board ten (10) days in advance of each month the full amount of the monthly group plan premium of such coverages. Any over-payment of premium shall be refunded to the staff member upon termination of leave.

SECTION 4 - ASSAULT LEAVE

- A. Any employee who is assaulted while performing assigned duties shall be granted a paid leave of absence for the period designated by the employee's physician, up to twenty-five (25) work days, and said days shall not be deducted from sick leave.
- B. For receipt of assault leave, the employee must file a police report and cooperate with the legal authorities in any prosecution. An employee may either receive Workers' Compensation, temporary total disability payments, or assault leave for the days of absence.
- C. If the employee receives any payment for lost wages from a court suit, the board of education shall be reimbursed for any assault leave payments that are specifically granted in the court suit.

SECTION 5 - JURY DUTY/SUBPOENAED WITNESS LEAVE

Each member of the bargaining unit who is requested and accepts assignment to jury duty, or must be present as a subpoenaed witness (not covered under personal leave, Section 2-A-7 above), shall be paid his/her regular full salary while on such leave. However, within thirty (30) days of receipt by the employee of any fees or payment, said fees and/or payments shall be remitted to the Aurora City Schools, minus mileage and meal expenses.

SECTION 6 - WORKERS' COMPENSATION

- A. All employees are covered under the Workers' Compensation Act of Ohio.
- B. The employee shall have the option to use sick leave or apply for Workers' Compensation according to the Workers' Compensation laws of Ohio.
- C. An injury occurring on the job shall be immediately reported to the injured employee's supervisor or other designated representative and an accident report completed.

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- D. If medical attention is required, the employee shall file the appropriate Workers' Compensation form at the hospital or doctor's office.

SECTION 7 - FAMILY MEDICAL LEAVE ACT (FMLA)

- A. An employee who has completed 12 months of employment (and worked at least 1250 hours during the previous 12 month period) is eligible to take up to 12 weeks of Family/Medical Leave during any twelve (12) month period.
- B. Family/Medical Leave is used for the following purposes:
 - 1. The birth and care of a child;
 - 2. The placement of an adopted or foster child with the employee;
 - 3. The care of a spouse; child or parent with serious health condition; and
 - 4. The employee's own serious health condition.
- C. Serious health condition is defined as an illness, injury, impairment, or physical or mental condition which involves in-patient care in a hospital, hospice, or residential care facility or continuing treatment or supervision by a health care provider.
- D. When the Family/Medical Leave is foreseeable, an employee is required to give 30 days advance notice. If Family/Medical Leave for planned medical treatment is required, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt operations of the school.
- E. Employees are entitled to Family/Medical Leave for childbirth or placement of a child only during the 12 month period beginning with the birth or placement. Spouses employed by the Board, i.e. a married couple, may be limited to an aggregate of 12 weeks during any 12 month period for Family/Medical used to care for a newborn, adopted child, or foster child.
- F. The parties incorporate by reference the mandatory provisions of the Family and Medical Leave Act (FMLA). It is agreed that FMLA entitlements shall be used concurrently with existing leave entitlements. Seniority shall accumulate during FMLA leave and existing life insurance shall be maintained.

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- G. The Board shall continue to pay the Board's portion of the existing medical and life insurance premiums and the employee's seniority shall continue to accumulate during a Family Medical Leave.

ARTICLE VII. SEVERANCE PAY

- A. A severance payment shall be made to employees of record upon retirement. Eligibility for said payment shall be related to the accrued unused sick leave at the time of retirement as follows:
 - 1. Shall be based on the employee's daily rate of pay at the time of retirement. Daily rate is the annual salary for regular assignments divided by the number of contractual days.
 - 2. Shall be 26% of accumulated sick leave at the time of retirement. The percentage shall be 30% for any staff member with more than fifteen (15) years' experience in the Aurora Schools. The maximum number of sick leave in the computation of severance shall be Two Hundred Ninety (290) days.
 - 3. Shall be a one-time lump sum payment per employee.
 - 4. Shall eliminate all sick leave credit when paid.
 - 5. Shall be paid when the "retirement" has been effected and confirmed by the Aurora Board of Education and the State Employees Retirement System.

ARTICLE VIII. RIGHTS AND RESPONSIBILITIES

- A. The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Ohio and the United States, including but not limited to management and control of the school system, properties, facilities and activities of employees -- to hire all employees and subject to law -- determine qualifications and conditions of employment, or their dismissal, demotion, promotion and transfer. The exercise of these powers, rights and authority, duties and responsibilities by the Board and the adoption of policies, regulations and rules as it may deem necessary shall be limited only by the

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specific and expressed terms of this agreement, the constitution and laws of Ohio and the Constitution and laws of the United States.

- B. No employee will be discriminated against by the Board because of membership or non-membership in the Union or institution of any grievance with respect to the terms of this agreement, nor will the Union or any member of the Union discriminate against any employee who elects not to join the Union or participate in any concerted action by the Union against the Board. Furthermore, the Board and the Union agree that no employee shall be discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion or marital status, age, sex, or physical handicap.

Payroll deductions shall be continuous unless membership is withdrawn in a manner consistent with the withdrawal procedures set forth in the OAPSE membership/dues agreement signed by the employee. Notice of withdrawal shall be sent to the OAPSE state treasurer's office, 6805 Oak Creek Drive, Columbus, Ohio 43229, Attn: Membership Department. OAPSE will notify the school district treasurer when the dues deduction authorization is properly withdrawn by the employee.

- C. The President of the Union shall be provided with one (1) copy of the Board meeting agenda prior to each Board meeting and other such materials as provided to the Board at the same time as sent to the Board, excluding confidential materials and privileged communications.
- D. Prior to final adoption, the Board will provide the Union with appropriate information regarding Board Policy changes as long as such information has also been distributed to the Board prior to the meeting at which such policies are changed.
- E. The Union shall have the right to use inter-school telephones for communications to staff providing such does not interfere with the scheduled activities of the staff.
- F. The Union shall have the right to use the district mail services, public address system, mail boxes and bulletin boards, at least one of which shall be provided for Union use in each building for the purpose of notices, communications, and matters of Union concern. A copy of all communications sent to the general membership via school mail will be forwarded to the Superintendent.

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- G. Duly authorized representatives of the Union and their respective affiliates shall be permitted to transact official Union business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations and provided that any Union business to be transacted with employees during contracted times shall be with the prior notification of the building administrator.
- H. The Union, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings at times when a custodian is normally on duty. Any request for use of special meeting facilities to conduct Union business shall be directed to the Superintendent for prior approval. When special custodial services for such meetings are required, the Board may make a reasonable charge for such services.
- I. The Union may have the right to use school-owned office equipment and audio-visual equipment provided that:
 - 1. Such use does not interfere with normal functions of the school.
 - 2. The use is strictly to serve the legitimate business of the Union such as the production of records, notices, or correspondence.
 - 3. The purpose is for internal business use of the Union and not for public distribution.
 - 4. Cost of expendable supplies and repairs for damage caused by misuse of equipment will be charged to the Union.
- J. The Board will continue to print and distribute annually the school directory as is current practice.
- K. The Board will provide a full text of adopted policies and procedures to the Union President and update same within two (2) weeks of adoption.
- L. On or before January 1st of each year the Union shall be supplied with a complete "hire date" seniority roster of all bargaining unit employees. Revisions to this roster, e.g. hirings and terminations, will be provided through the vehicle of Board of Education action exhibits. The roster shall indicate the employee's present job classification and primary work site.
- M. The Union will be permitted to send a maximum of two (2) duly elected delegates to the Annual Conference for up to a maximum of three (3) days of

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paid leave. The Union President will notify the Superintendent's office by April of the name(s) of the conference delegates. The Union may send a maximum of three (3) officers or their designees to attend an OAPSE workshop, if said workshop is held on NEOEA day and shall be compensated for that day. Compensation will be awarded only if the staff member signs in at the beginning of the meeting and attends the equivalent of a full day of sessions, and if the Union records this attendance and submits said record to the Treasurer's office on the next scheduled work day.

- N. The Board shall uniformly apply all rules and regulations to all members of the bargaining unit.

ARTICLE IX. TRANSPORTATION PROVISIONS

SECTION 1 - TRANSPORTATION

Only licensed school bus drivers shall be allowed to operate any school bus owned by the Aurora City School District for the purpose of transporting students. If a licensed school bus driver is unavailable to operate any district owned van, then only individuals certified to operate a district owned van shall be permitted to operate vans owned by the Aurora City School District for the purpose of transporting students.

SECTION 2 - FIELD TRIPS

- A. Rotation - Administration will offer field trips among the regular drivers WITH FOUR (4) OR MORE HOURS on a rotating basis based upon the driver's seniority and availability. Following the order of seniority and availability, field trips will be offered to each employee in order, prior to the awarding of field trips to substitutes if the time(s) of the field trip do not conflict with the driver's regular run time(s) subject to exception for 6.0+ hour field trips. Drivers who bid and are awarded mid-day runs shall not be eligible for field trips which conflict with those runs unless there are no other regular *four (4) or more hours* drivers available to perform the trip.
- B. Roster - A field trip rotation roster, containing a record of each employee, the day of the field trip and the number of hours worked shall be maintained by the Administration. The roster shall be posted in the garage in an area accessible to all drivers.

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- C. Notification - Whenever possible, drivers shall receive forty-eight (48) hours advance notice of their field trips.
- D. Definition - Field trips for purposes of this Section shall be defined as only those field trips which the Administration determines shall be taken by Aurora school buses.
- E. Rate - Field trip rates are: Substitute drivers will be paid at Step 0, all other drivers will be paid at Step 5.

SECTION 3 - VACANCY RUNS

All new and vacant bus runs shall be posted in accordance with the job opening procedure which can be found under Article IV – Conditions of Employment.

SECTION 4 - DISCIPLINE

Each driver is responsible for maintaining discipline on his/her bus. When applicable, an administrator, advisor, and/or teacher shall also maintain discipline. It is the responsibility of the Board to follow through on enforcement of discipline once a driver has reported a student discipline problem on the appropriate form. Such follow-through shall conform to student discipline policies established by the Board. All drivers shall receive a complete list of all students assigned to their route no later than October 1 of each school year.

SECTION 5 - BUS RUNS

- A. It is recognized that for purposes of payment the length of a regular Aurora school bus run is no less than two (2) hours, although runs will be paid per hour and prorated portion of an hour, as determined by the official administrative timing process rounded off to the nearest quarter hour. Drivers will be granted an extra 15 minutes for morning and 15 minutes for afternoon runs, which includes all pre-trip and post-trip inspections, for startup, shut down, fueling and cleaning of buses.

The length of a run at the end of a school year shall be used at the beginning of the following school year. The length of each run shall be determined by the average length of that run rounded off to the nearest quarter hour after being timed by the Administration. The administration shall normally determine average run times within the first nine (9) weeks of the school year. Multiple timings will be utilized, if necessary, to determine average length of a run.

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- B. The field trip rate shall begin at the time the pre-trip (if required) minutes begin and continue until the bus returns to the bus garage. When a field trip involves overnight duties, the driver will be compensated for actual hours worked, which consist of driving and staying at the event(s).
- C. It is the intent of the Board to maintain the present approximate two (2) hour length of a bus run. The average length of particular bus run(s) is subject to terms of Section 5 (A) herein. However, should the average length of runs for all drivers significantly increase, the Union shall have the option of requesting a meeting to discuss possible future changes in the extra pay provision.
- D. The board shall have the option to adjust routes and combine routes to equalize drive time.
- E. A route will be subject to posting and bid if the route/run increases by more than 25 minutes.
- F. The regular driver that schedules field trip rotations for the week shall receive two hours pay per week at his/her regular rate.
- G. When extra work is available it shall be assigned by seniority. If a driver misses (5) five days, the extra work shall be given to the next driver on the seniority list.

A driver shall not lose the extra work if the driver must be out sick or for any other medical reason for the same condition beyond the five (5) days with documentation from a medical professional.

SECTION 6 - BUS DRIVER TRAINER

The Superintendent or his designee has the right to appoint and/or hire an individual for the purpose of training bus drivers. Any such individuals shall be paid at their hourly rate. Qualified employees may submit an application for this position.

SECTION 7 – DRIVERS AS PARAPROFESSIONAL SUBSTITUTES

Bus drivers may be transportation paraprofessional substitutes with driver to be paid at substitute paraprofessional pay by noting that work on timesheets.

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SECTION 8 - COMMERCIAL DRIVERS LICENSE (CDL)

- A. The Board agrees to reimburse each currently employed driver and each newly-hired driver (who has received his or her CDL within sixty (60) days from date of hire or renewal) for the cost of a CDL license. The Board agrees to pay that cost required by the state.

All such reimbursements shall be made not later than sixty (60) days from the verification of payment by said driver.

- B. In the event any driver currently employed by the Board loses their CDL, any such driver shall immediately notify the Superintendent or his designee of such failure and said driver shall be immediately considered as voluntarily laid off.

If said driver subsequently obtains a valid CDL within thirty (30) days from the date of such failure, then said driver shall be recalled from voluntary lay-off status and returned to his or her previous status without a break in seniority. It is agreed that said driver shall not receive pay nor benefits for any such time during voluntary lay-off status.

- C. If said driver does not obtain a valid CDL within the above thirty (30) day period, then any such driver's employment will be terminated effective the thirty-first (31st) day and the driver will not be entitled to return to his or her previous status.

Any such driver whose employment has been terminated pursuant to Section 8 (C) may re-apply for employment as a driver at any time after the driver has obtained a valid CDL. If a permanent position as driver is available within twenty-four (24) months from the date such driver was voluntarily laid off, as defined in this Section, and the driver has a valid CDL, then the Board agrees that such driver should be given preferential hiring status among applicants for the position.

SECTION 9 - RESPONSIBILITY TO REPORT

- A. With respect to reporting driving record violations, employees are expected to follow all federal guidelines with respect to commercial driver's licenses and the Ohio pupil transportation operation and safety rules. In addition it is understood that due to insurance liability issues drivers must maintain less than the maximum allowed points on their driving record (currently less than 6 points).

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- B. This section should be communicated annually to all drivers to insure compliance.
- C. The consequence for not reporting as described above may include suspension or termination.

SECTION 10 - CAMERAS ON BUSES

A. Purpose

The purpose for the use of video and audio surveillance equipment shall be to assist employees assigned to transport students in the prevention and resolution of student disciplinary problems which occur on school buses operated and/or staffed by employees.

B. Evaluation

Video/audio recordings obtained from the surveillance equipment shall not be used as a substitute for any regular employee evaluation.

C. Student Discipline

If student disciplinary action is necessary such action shall be pursued to ensure the safety and security of all riders and employees on affected vehicles. Student disciplinary action will be taken pursuant to policy of the Board of Education.

ARTICLE X. HOLIDAYS/VACATIONS

SECTION 1 - PAID HOLIDAYS

A. Eleven (11) and twelve (12) month employees:

New Year's Day
New Year's Eve
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

B. Nine (9) and ten (10) month employees:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

- C.** In the event that Good Friday is needed as a make-up calamity day, Good Friday would not be considered a holiday and considered a regular work day.
- D.** In order to qualify for holiday pay, an employee must accrue earnings on the last regularly scheduled work day preceding and following the holiday.
- E.** Employees who work during a holiday shall be paid holiday pay plus one and one-half (1 1/2) times their regular pay for hours worked.

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SECTION 2 - PAID VACATIONS

- A. All employees working a minimum of eleven (11) full months shall be entitled to paid vacation following the completion of one (1) full years' service with the Board. The vacation year shall be determined by the employee's anniversary date.

B. Vacation Schedule

<u>Years of Service</u>	<u>Days of Vacation</u>
1 but less than 7	10
7 but less than 12	15
12 and over	20

- C. Vacation Accumulation - Any employee may elect to accumulate and carry over vacation not to exceed one year's accumulation. Vacation in excess of five (5) working days will be scheduled in advance and approved by the Superintendent.
- D. Upon separation from employment, an employee is entitled to the pro-rated share of vacation earned in that year (if the employee has completed at least one (1) year of service) as provided in Section 3319.084 of the Ohio Revised Code.
- E. Vacations shall not be taken during the two weeks immediately prior to the opening of school, the first nor the last week of school, unless approved by the Superintendent or designee. Such vacations must be approved by the Superintendent or designee at least two weeks in advance.

ARTICLE XI. INSURANCES

A. Hospital/Surgical/Major Medical Insurance

1. The Board of Education will pay for hospital/surgical/major medical insurance for each employee. Specifications for the coverage shall be no less than those contained in the PORTAGE AREA SCHOOLS CONSORTIUM, except as specified in this article.

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2. The Board of Education will pay ninety percent (90%) January 1, 2023-June 30, 2023; (88%) July 1, 2023-June 30, 2024; (87%) July 1, 2024-June 30, 2025 of the single premium or eighty-five percent (85%) of the family premium cost.
3. The parties recognize the necessity to contain the cost of the insurance program. Therefore, the parties agree that the following cost containment provisions shall be implemented in the hospitalization insurance plan:
 - a. requirement for a second opinion except in cases of emergency.
 - b. pre certification and pre admission testing for outpatient surgery as well as inpatient surgery.
 - c. no weekend hospital entrance except in cases of emergency.
 - d. expansion of rules for spouse coverage, along with the Board option to pay the spouse's share of any contributory plan.
 - e. requirement that spouses take workers' compensation benefits, where applicable.
 - f. limitation of penalty for failure to pre-certify to a maximum penalty of five hundred dollars (\$500.00).

B. Dental Insurance

1. The Board of education shall provide dental insurance coverage for each employee and his/her family. Specifications shall be no less than those contained in the Dental Plan offered by The Portage Area Schools Consortium.
2. The Board of Education shall pay ninety percent (90%) January 1, 2023-June 30, 2023; (88%) July 1, 2023-June 30, 2024; (87%) July 1, 2024-June 30, 2025 of the single premium or eighty-five percent (85%) of the family premium cost.

C. Vision Coverage

The Board shall provide vision insurance (VSP Option 2) and pay ninety percent (90%) January 1, 2023-June 30, 2023; (88%) July 1, 2023-June 30, 2024; (87%)

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July 1, 2024-June 30, 2025 of the single premium or eighty-five percent (85%) of the family premium cost.

D. Term Life Insurance

The Board of Education will provide and pay the premium for term life insurance coverage for each employee in the amount Sixty thousand (\$60,000.00).

E. Prescription Drug Insurance

1. The co-pays for prescription drugs dispensed by a retail agency are ten dollars (\$10.00) for generic, fifteen dollars (\$15.00) for formulary drugs and thirty dollars (\$30.00) for non-formulary drugs.

The co-pays for prescription drugs dispensed by the mail order pharmacy are twenty dollars (\$20.00) for generic drugs, thirty dollars (\$30.00) for formulary brand name drugs and sixty (\$60.00) for non-formulary brand name drugs. Up to a 90-day supply may be dispensed by the mail order pharmacy for mail order prescription drugs.

2. The Board of Education shall pay ninety percent (90%) January 1, 2023-June 30, 2023; (88%) July 1, 2023-June 30, 2024; (87%) July 1, 2024-June 30, 2025 of the single premium or eighty-five percent (85%) of the family premium cost.

The Employee Minimal Essential Insurance Plan shall be as follows:

1. Eligibility: All employees employed by regular contract may elect to participate in the insurance plan described herein. The Board contribution will consist of the percentage of the employees' contracted assignment multiplied by the coverages identified below.
2. Comprehensive Hospitalization and Major Medical Insurance Program
 - a. The Board of Education shall provide a comprehensive hospitalization and major medical insurance program for members of the bargaining unit with no less than the current specifications. The Board of Education shall pay ninety percent (90%) January 1, 2023-June 30, 2023; (88%) July 1, 2023-June 30, 2024; (87%) July 1, 2024-June 30,

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2025 of the single premium or eighty-five percent (85%) of the family premium cost.

- b. The parties recognize the necessity to contain the cost of the insurance program. Therefore, the parties agree that the following cost containment provisions shall be implemented in the hospitalization insurance plan:
 - (1) Voluntary second opinion.
 - (2) Pre certification and pre admission testing for outpatient surgery as well as inpatient surgery.
 - (3) No weekend hospital entrance except in cases of emergency.
 - (4) Expansion of rules for spouse coverage, along with Board option to pay the spouse's share of any contributory plan.
 - (5) Requirement that spouses take worker's compensation benefits, where applicable.
 - (6) Limitation of penalty for failure to pre-certify to a maximum penalty of five hundred dollars (\$500.00).
 - (7) Minimal Essential Coverage Plan – Beginning 2013-14 the Board will provide a Minimal Essential Coverage plan to its employees. This plan is an option for any bargaining unit member. This minimal essential plan may change yearly depending on the Affordable Care Act guidelines. (Appendix B is a sample of the 2013-14 minimal essential coverage plan. This chart will not be in the contract due to changes as required by the Affordable Care Act. Copies can be obtained from the Treasurer.)

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2022-23 Medical Plan

	In Network	Out of Network
Benefits		
Deductible-Single/Family	\$250/\$500	\$500/\$1000
Coinsurance	90%	70%
Coinsurance Max (Excl.Ded.)	\$750/\$1500	\$1500/\$3000
Total Out of Pocket Maximum	\$1000/\$2000	\$2000/\$4000
Physician/Office Services		
Office Visit PCP/Specialist	\$10/\$20	30% after deductible
Surgical Services	\$10/\$20	30% after deductible
Urgent Care	\$35	30% after deductible
Allergy Testing	\$10/\$20	30% after deductible
Preventative Services		
Routine Physical Exam (18+)	100%	100%
Well Child Care	100%	100%
Immunizations	100%	100%
Routine Mammogram	100%	100%
Routine Pap Test	100%	100%
Out Patient Services		
Surgical Services	10% after deductible	30% after deductible
Diagnostic Services	10% after deductible	30% after deductible
Emergency Room-Emergency	\$75 Co-pay	\$75 Co-pay
Speech Therapy	\$20 per visit	30% after deductible
Physical/chiro/occupational (see summary)	\$20 per visit	30% after deductible

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Inpatient Facility		
Semi-Private Room & Board	10% after deductible	30% after deductible
Maternity	10% after deductible	30% after deductible
Skilled Nursing Facility (see summary)	10% after deductible	30% after deductible
Additional Services		
Durable Medical Equipment	10% after deductible	30% after deductible

F. Prorated Award of Benefits

Any PARAPROFESSIONAL, custodian/cleaning person employed after January 1, 1983 shall have board payment of insurance prorated on an equivalent percent basis to the percentage of employment in relationship to full-time equivalency. Full-time equivalency is defined as forty (40) hours per week. If the custodial work week is reduced to thirty-two (32) hours benefits shall be paid on a full time equivalency for those employees who work the full work week of thirty-two (32) hours. Any BUS DRIVER who is employed after January 1, 1987 shall receive the following percentage of benefits; four (4) hours sixty (60%) percent family and (70%) single coverage; six (6) hours eighty (80%) percent; and eight (8) hours one hundred (100%) percent. Included in a transportation employees' hours for percent of benefits paid by BOE/employee will be their vocational education, special education, and/or alternative school trips on a month-to-month basis, effective Sept, 2005.

- G. A full-time employee (FTE) eligible for insurance who is currently taking the insurance and who declines all coverage, single and family, for a full year (September 1 – August 31), and supplies written verification of coverage elsewhere shall receive a one-time payment of \$2,500 and an added \$2,500 for each year thereafter she/he declines all coverage, single and family, with the Aurora City School District.

A. Section 125 Plan ("Cafeteria Plan")

1. The Board has established, a "Cafeteria Plan" that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the OAPSE), and (c) allow employees to elect

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to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph 3 below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (Section 38 H) provisions of this Agreement shall be made through the Cafeteria Plan.

2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment period of each school year and may not be revoked during the current plan year (January 1st through December 31st) unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 3.c. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

3. Dependent Care FSA

- a. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
- b. The salary reduction and corresponding credits will be made and issued in twenty-six (26) equal installments, beginning with the first pay in January.
- c. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

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- a. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$2,500 (exclusive of employee contributions for health coverage) per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
- b. The salary reduction shall be made in twenty-six (26) equal installments beginning with the first pay in January.

5. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

6. Administrative Fees

The Board shall delegate administration to a third party administrator. All administrative fees and any other costs associated with the Plan will be offset by a service fee charged to each participating employee.

ARTICLE XII. PAYROLL DEDUCTIONS

Payroll deductions are a service to employees which will be honored by the Board within the limitations established by law and the reasonable ability of the Board to provide such services. In all instances payroll deduction services will be made only in cooperation with the Treasurer of the Board in order to assure maximum efficiency in operations and to reduce undue burden and unreasonable demands on the responsible personnel. Forms necessary for the management of payroll deductions will be developed by the Treasurer of the Board and will be available from that office.

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A. Dues

1. Upon completion and submission of the Dues Payroll Deduction Authorization Form to the Treasurer no later than September 1 of each contract year, such deductions will be made for all bi-weekly paychecks from September 1 through the date on which the last paycheck is issued before summer vacation. Dues will not be permitted for any organization competing with the Union for representative rights for support staff members during such time as the Union serves as the support staff representative in accordance with the provisions of Article I.
2. For those support staff members whose payroll deduction form is not submitted by September 1st, the individual may submit at the beginning of any month an authorization form and their dues deduction shall be divided equally on the remaining number of payroll deductions that are provided.
3. The employer shall deduct dues from the wages of employees, and remit them to the Union, monthly, following the deductions. Employees required to pay a "fair share fee", in lieu of Union dues, shall have deductions withdrawn and remitted in the same manner as regular dues.

The Board agrees to provide a list of employees in the bargaining unit before August 31 each year. Such list shall include the employees' hourly rate, number of hours worked and number of days worked. This report shall be sent electronically to the state union treasurer. The state union treasurer will submit, in writing, to the superintendent the breakdown and amount of dues to be deducted and their effective dates.

4. OAPSE shall indemnify and hold the Board harmless for any and all claims arising out of or by reason of any action taken by the Board for the purpose of complying with the article and/or the dues deduction provision.

- B. S.E.R.S. Deductions - The twelve (12) month deductions shall continue in effect until legal requirements by the State legislate it otherwise. All SERS deductions shall be pre-tax.

C. PEOPLE

The Board agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE (Public Employees Organized to Promote Legislative

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Equality) deduction as provided in a written authorization. Such authorization must be executed by the employee and revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement.

- D. Tax-Sheltered Annuities - The Board shall continue to allow members to deduct for tax-sheltered annuities. The enrollment periods for said annuities shall be limited to September 1 through September 30 and January 1 through January 31

Aurora Board of Education & OAPSE Agreement*January 1, 2023 – December 31, 2025***ARTICLE XIII. SALARY****CUSTODIAL WAGE SCHEDULE – Effective January 1, 2023**

Experience Level	Custodian 2nd Shift	Custodian 3rd Shift	Head Custodian	High School Head Custodian
1	16.73	16.88	20.67	21.52
2	17.25	17.41	21.58	22.41
3	17.76	17.93	21.88	22.70
4	18.30	18.46	22.46	23.17
5	18.81	18.98	23.03	23.83
6	19.35	19.52	23.64	24.45
7	20.36	20.55	24.18	25.06
8	20.83	21.02	24.94	25.79
9	21.38	21.57	25.48	26.37
10	21.93	22.13	26.10	26.95
11	22.45	22.66	26.67	27.52
12	23.01	23.22	27.25	28.10
13	23.58	23.80	27.85	28.69

Step Exhaustion - \$500.00**Custodian Supervisor Stipend = .35 per hour****CUSTODIAL WAGE SCHEDULE – Effective January 1, 2024**

Experience Level	Custodian 2nd Shift	Custodian 3rd Shift	Head Custodian	High School Head Custodian
1	17.10	17.26	21.13	22.01
2	17.64	17.80	22.06	22.91
3	18.16	18.33	22.37	23.21
4	18.71	18.88	22.97	23.69
5	19.23	19.41	23.55	24.37
6	19.78	19.96	24.17	25.00
7	20.82	21.01	24.73	25.62
8	21.30	21.50	25.50	26.37
9	21.86	22.06	26.05	26.96
10	22.42	22.63	26.69	27.56
11	22.96	23.17	27.27	28.14
12	23.53	23.74	27.87	28.73
13	24.11	24.33	28.47	29.34

Step Exhaustion - \$500.00**Custodian Supervisor Stipend = .35 per hour**

Aurora Board of Education & OAPSE Agreement*January 1, 2023 – December 31, 2025***CUSTODIAL WAGE SCHEDULE – Effective January 1, 2025**

Experience Level	Custodian 2nd Shift	Custodian 3rd Shift	Head Custodian	High School Head Custodian
1	17.49	17.65	21.61	22.50
2	18.04	18.21	22.56	23.43
3	18.57	18.74	22.88	23.73
4	19.13	19.30	23.49	24.23
5	19.66	19.84	24.08	24.92
6	20.23	20.41	24.72	25.57
7	21.29	21.48	25.28	26.20
8	21.78	21.98	26.07	26.96
9	22.35	22.55	26.64	27.57
10	22.93	23.14	27.29	28.18
11	23.48	23.69	27.89	28.77
12	24.06	24.28	28.49	29.38
13	24.66	24.88	29.11	30.00

Step Exhaustion - \$500.00**Custodian Supervisor Stipend = .35 per hour**

The following are included in the hourly wages in the above schedules:

*Head Custodian Stipend = .60 per hour**2nd Shift Differential = .70 per hour**3rd Shift Differential = .85 per hour*

Merit Stipend – A \$350.00 merit stipend is available each year to each custodian. The criteria for earning the stipend is based on the successful completion of and the passage of a safety inspection prior to the start of school year and who misses five (5) sick days of work or less will receive the stipend. Each building and its custodians are considered separate entities to earn the award. (Ex. If one building passes inspection and another building doesn't, the custodians in the building that passed would earn the stipend.) The inspection will be conducted by both the building administrator and transportation/maintenance supervisor. Payment will be made in October to those employees who are employed by the Board by December 1st of the previous school year.

Aurora Board of Education & OAPSE Agreement*January 1, 2023 – December 31, 2025***BUS DRIVER WAGE SCHEDULE**

Experience Level	Bus Driver Rates Effective January 1, 2023	Bus Driver Rates Effective January 1, 2024	Bus Driver Rates Effective January 1, 2025
1	20.05	20.55	21.06
2	20.63	21.15	21.67
3	21.22	21.75	22.29
4	21.78	22.32	22.87
5	22.30	22.86	23.43
6	22.87	23.44	24.02
7	23.43	24.02	24.61
8	23.99	24.58	25.19
9	24.57	25.18	25.80
10	25.11	25.73	26.37
11	25.82	26.47	27.13
12	26.57	27.23	27.90
13	27.33	28.01	28.70
14	28.11	28.81	29.53

Step Exhaustion - \$300.00 per year**Merit Stipend** – A \$375.00 merit stipend is available each year to each bus driver.

Criteria: A bus driver that has no chargeable accidents for the entire school year and who misses four (4) sick days of work or less will receive the stipend. Payment will be made in June to those employees who are employed by the Board by December 1st of the previous school year.

PARAPROFESSIONAL WAGE SCHEDULE

Experience Level	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025
1	16.54	16.96	17.39
2	16.79	17.22	17.65
3	17.04	17.48	17.92
4	17.30	17.74	18.19
5	17.56	18.00	18.46
6	17.82	18.27	18.74
7	18.09	18.55	19.02
8	18.36	18.83	19.30
9	18.64	19.11	19.59
10	18.92	19.39	19.88

Step Exhaustion: \$300.00 per year

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LONGEVITY

Longevity only applies to one of your jobs if you hold multiple positions within the district.

Longevity Wage Scale	12 Years	15 Years	20 Years	25 Years
2023-2025	175.00	250.00	350.00	450.00

SECTION 2 - PAYROLL DISTRIBUTION

- A. The Board will continue to distribute payroll checks bi-weekly with the understanding that an exception may be required occasionally* to insure that payrolls are not due before they are earned by services rendered. (*When such an occasion arises, the Union will be consulted before any adjustments in the payroll distribution schedule are made.)
- B. Transportation employees will be paid in 26 paychecks.
- C. The Treasurer will maintain a system for the direct deposit of employee paychecks in an account of the employee's choice (make sure computers are available and printers).
- D. The pay period shall run from Saturday through the second Friday thereafter. The corresponding pay date will typically be the second Friday following the end of the pay period.
- E. An employee may request a separate check for their longevity or merit pay by notifying the payroll department in the month prior to the issue date of the payment.

SECTION 3 - PRO-RATED DOCKING

- A. Deductions from salary for days docked will be pro-rated, at the option of the employee, over the remaining pay periods. However, this section shall not be effective if the total amount of deduction exceeds the total amount earned as of the deduction date.

ARTICLE XIV. DRUG AND ALCOHOL TESTING

- A. The union hereby acknowledges receipt of the Board's drug and alcohol policy.
- B. Subject to the following conditions, an employee testing positive for any chemical drug, or alcohol abuse shall immediately be placed on an unpaid leave of absence not to exceed three (3) months.
 - 1. An employee involved in an accident where any bodily injury, and/or more than minor property damage, is involved and the employee tests positive for any chemical, drug or alcohol abuse in a post accident test, the employee shall have his/her employment terminated.
 - 2. An employee who successfully completes rehabilitation directed by the M.R.O. may be returned to his/her previous job, or a similar job, within the three (3) month period. An employee who does not successfully complete rehabilitation as directed by the M.R.O. within the three (3) month period shall have his/her employment terminated.
 - 3. An employee testing positive for any chemical, drug or alcohol abuse a second time during his/her employment shall have his/her employment terminated.
- C. A driver who is selected for random drug testing shall be paid their hourly rate up to one and half hours for the time spent waiting and being tested if required to test off-site.
- D. Employees involved in an accident and/or reasonably suspected of being under the influence shall not receive pay for the time involved in being tested if the test is determined to be positive or, if the test is negative but the employee was cited and legally determined to be guilty of or plead no contest to, a violation that caused the accident. Upon a determination of reasonably suspected of being under the influence, a refusal to submit to a drug/alcohol test is considered to be a positive test result with appropriate discipline then imposed.
- E. Notwithstanding the above, the Union and Board oppose the illegal use of drugs by any employee and oppose the use of illegal drugs or alcohol which presents a significant risk to safe and effective performance of job responsibilities. The parties agree that it is in the best interest of the Board, Union and all students that the District be a drug and alcohol-free work place.

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The Union and Board wholeheartedly support reasonable efforts by the other to obtain and maintain this result.

1. The Union further recognizes the right and duty of the Board to make, publish, and enforce rules and policies to assure this result.
2. The term “drug” includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code. The term “illegal drug usage” or “illegal drug abuse” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of alcohol or a legally prescribed drug.
3. Before any reasonable suspicion testing program commences, at least three administrators appointed by the Superintendent shall attend training offered by the Ohio Bureau of Workers’ Compensation in the detection and prevention of abuse of drugs or alcohol paid by the Board. Four members appointed by the Union President shall be offered the opportunity to attend such training.
4. Employees may be tested for abusive illegal drug usage of drugs or alcohol where there are reasonable grounds, based on objective facts, to believe that the employee to be tested is abusing illegal drugs. Before an employee may be directed to reasonable grounds testing, a committee composed of at least two appropriately trained administrative personnel will consider the specific, objective facts which raise reasonable concerns regarding illegal drug abuse. Such facts and inferences may be based upon, but are not limited to, any of the following:
 - A) Observable phenomena, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as but not limited to slurred speech, dilated pupils, odor of alcohol or marijuana, changes in affect, dynamic mood swings, etc.
 - B) A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents) which appears to be related to substance or alcohol abuse and does not appear to be attributable to other factors.

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- C) The identification of an employee as a focus of a criminal investigation into unauthorized drug possession, use or trafficking.
 - D) Repeated or flagrant violations of the Board's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage and which appear to be related to substance use or substance use that may violate the Board's drug free workplace policy and do not appear attributable to other factors.
5. Any member who may have caused or contributed to an on-the-job accident, as defined below, shall submit to a drug and/or alcohol test. "Accident" means an unplanned, unexpected or unintended event which occurs on Board property, during the conduct of the Board's business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting the Board's business, or within the scope of employment, and which results in any of the following:
- (A) A fatality of anyone involved in the accident.
 - (B) Bodily injury requiring off-site medical attention away from the employer's place of employment.
 - (C) Vehicular damage in apparent excess of \$2500, or
 - (D) Non-vehicular damage in apparent excess of \$2500.
6. Provided the Board had reasonable cause to believe that the employee to be tested is abusing illegal drugs or alcohol, an employee refusing to submit to testing shall be disciplined up to and including discharge.
7. Testing shall be conducted at a laboratory that meets "Mandatory Guidelines for Federal Workplace Drug Testing Programs and is listed on the Federal Register."
- (A) Guidelines and Additional Requirements -- Except as otherwise provided, all drug testing will, as a minimum, be conducted in accordance with the U.S. Department of Health and Human Services' "Mandatory Guidelines for Federal Workplace Drug

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Testing Programs,” as set forth in the Federal Register and at Board expense. In addition to the “Guidelines,” urine samples will be separated into two containers at the time of sample donation. One portion of the original urine sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section E., 2. All alcohol testing will, as a minimum, include the use of: evidential-grade breath alcohol analysis devices.” Moreover, where a confirmatory test is performed directly on blood, one portion of the sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section E., 2.

(B) Testing Positive

1. In the case of a “positive” test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee will have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.
2. An employee testing “positive” will have the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent retest is “negative” the employee will be permitted to resume work immediately and be reimbursed for the cost of such independent test.
3. In the case of a “positive” test result, the employee shall be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Board, and the employee shall have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.
4. The Board shall encourage and refer the employee to participate in drug and/or alcohol counseling, employee

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assistance, rehabilitation, and other drug and alcohol abuse treatment programs. Employees who have tested “positive” under these procedures will be encouraged to accept a referral to such a Program.

8. Discipline

A. Confirmation – No adverse action or discipline will be taken against any employee on the basis an unconfirmed “positive” result of a drug or alcohol test. Confirmation of positive drug test results will be conducted using the GCMS method or other method which may subsequently be recognized by the U.S. Department of Health and Human Services as the state-of-the-art for validity and accuracy of drug testing results. Confirmation of positive alcohol test results will be conducted using a second breath sample and a second analytic device. In addition, at the option of the employee, a further confirmatory test will be performed on a blood specimen using the Gas Chromatography method or other method which may subsequently be recognized by the U.S. Government as the state-of-the-art for validity and accuracy of alcohol testing results.

B. Grievance Procedure – Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, will be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement. Such discipline must meet the just cause standard.

9. The Board shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at his or her own expense, and done at the lab of his/her choice other than the one used by the Board.

10. Subject to the provisions of this policy, employee confidentiality shall be maintained.

11. This Section shall be construed and applied so as to be consistent with the Americans With Disabilities Act.

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ARTICLE XV. LABOR MANAGEMENT

- A. The Board and OAPSE hereby agree to maintain the Labor Management Committee to confer on issues of mutual concern. The purpose of the Committee shall be to aid in communications between the Board and OAPSE. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussions held by this Committee shall not be construed as negotiations nor as an official decision-making process. The discussions of the Committee shall not result in modifications or additions to this Agreement.
- B. This Committee shall consist of representatives of both OAPSE and the Board. The Superintendent shall designate at least three (3) members of the Administration to serve on the Committee. The OAPSE President shall designate at least three (3) representatives to serve on the Committee. The Superintendent or his/her designee and the OAPSE President or his/her designee shall chair the Committee on alternate meetings.
- C. Either the Board or OAPSE can request a meeting of the Labor Management Committee. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters taken up at the conference shall be limited to those included in the agenda. Unless mutually agreed, the Committee shall meet not more than four (4) times per year.
- D. The meeting shall be held at times and places mutually agreed upon within fifteen (15) calendar days after the request. An extension of this timetable may be made if both parties agree.
- E. A subcommittee may be assigned to study and research certain issues and to report back to the Labor Management Committee. Subcommittee(s) shall be jointly appointed by the parties.
- F. A joint statement prepared and agreed to by the OAPSE representatives and the Board representatives will be made at the conclusion of each Committee meeting. Committee reports and minutes will be sent to all concerned parties.

Aurora Board of Education & OAPSE Agreement
January 1, 2023 – December 31, 2025


ARTICLE XVI AGREEMENT

This Agreement constitutes the whole agreement between the Aurora Board of Education and Union and shall become effective January 1, 2023 and shall remain in full force and effect through December 31, 2025


FOR THE BOARD:

FOR THE UNION:

 2/27/23
Board President Date

 2-13-23
OAPSE Local 713 President Date

 2/22/23
Superintendent Date

 2-13-23
OAPSE Local 713 Negotiator Date

 2-22-2023
Treasurer Date

 2-13-23
OAPSE Local 713 Negotiator Date

 2/22/23
Board Negotiator Date

OAPSE Local 713 President Date

 2/16/23
OAPSE Field Representative Date

APPENDIX A

TBA

Aurora Board of Education & OAPSE Agreement*January 1, 2023 – December 31, 2025***APPENDIX B****MINIMAL ESSENTIAL MEDICAL COVERAGE PLAN SAMPLE**

	In Network	Out of Network
Benefits		
Deductible-Single/Family	\$4000/\$8000	\$8000/\$16,000
Coinsurance	90%	50%
Coinsurance Max (Excl. Ded.)	\$2350/\$4700	\$4700/\$9400
Total Out of Pocket	\$6350/\$12,700	\$12,700/\$25,400
Physician/Office Services		
Office Visit PCP/Specialist	Deductible then 90%	50% after deductible
Surgical Services	Deductible then 90%	50% after deductible
Urgent Care	Deductible then 90%	50% after deductible
Allergy Testing	Deductible then 90%	50% after deductible
Preventative Services		
Routine Physical Exam (18+)	100%	50% after deductible
Well Child Care	100%	50% after deductible
Immunizations	100%	50% after deductible
Routine Mammogram	100%	50% after deductible
Routine Pap Test	100%	50% after deductible
Outpatient Services		
Surgical Services	Deductible then 90%	50% after deductible
Diagnostic Services	Deductible then 90%	50% after deductible
Emergency Room- Emergency	Deductible then 90%	50% after deductible
Speech Therapy	Deductible then 90%	50% after deductible
Physical/chiro/occupational (see summary)	Deductible then 90%	50% after deductible
Inpatient Facility		
Semi-Private Room & Board	Deductible then 90%	50% after deductible
Maternity	Deductible then 90%	50% after deductible
Skilled Nursing Facility (see summary)	Deductible then 90%	50% after deductible
Additional Services		
Durable Medical Equipment	Deductible then 90%	50% after deductible

Aurora Board of Education & OAPSE Agreement
January 1, 2023 – December 31, 2025

APPENDIX C

AFSCME LOCAL _____
STEP _____

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance.

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE _____

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

Aurora Board of Education & OAPSE Agreement

January 1, 2023 – December 31, 2025

APPENDIX D

Fair Share Addendum

Fair Share Fee – This section on fair share shall not be enforceable as a matter of law, but is preserved should the state or federal law change in future years.