

AFSCME Negotiations: Deemed Certified
Tentative Agreement
June 21, 2016

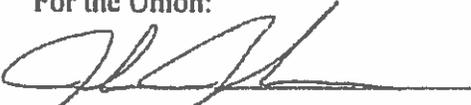
- Calamity Day language as it currently is in the contract removed and replaced with the following "Make-Up Day" language:

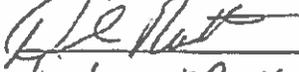
Make-Up Days

Any make-up day(s) required to fulfill each member's contractual year (based upon his/her job title and number of contracted days) shall be determined by the Board with the Union Leadership having an opportunity for input. For twelve-month employees: On any day when the Superintendent determines that employees should either be sent home from work or not report to work due to weather or other circumstances, any hours missed will not be required to be made up at a later date/time and employees will not lose pay as a result. The first five make-up days will not occur during Spring Break.

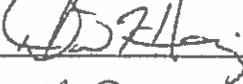
- Required Direct Deposit effective with the first pay of the 17-18 contract year.
- Option #2 Insurance Plan that would go into effect January 1, 2017. (See Attached)
- 4% raise across the board for the 16-17 Contract Year
3% raise across the board for the 17-18 Contract Year

For the Union:




Kubra Malik
Fred Farson
Scott R. Danner Sr.
Kevin Brown
Monna French
Guy Vermillion
Michelle Bickley 6/21/16

For the Board:

 6/21/16
 6-21-16
 6/21/16
 6.21.16

Athens City School District
Estimated Savings for Option 2

Expected Medical Claims for 7/1/2016 - 6/30/2017:	\$3,857,749
Expected Drug Claims for 7/1/2016 - 6/30/2017:	\$1,127,189
Expected Medical and Drug Claims for 7/1/2016 - 6/30/2017:	\$4,984,938

Medical Plan Changes	Current		Option 2		Estimated Savings as % of Medical	Expected Savings
	Network	Non-Network	Network	Non-Network		
Office Visit (PCP/Specialist copay)	\$10 / \$10	30%	\$25 / \$50	40%	8.70%	\$335,624
Deductible	None	\$300 single / \$600 family	\$500 single / \$1,000 family	\$1,000 single / \$2,000 family		
Coinsurance	90%	70%	80%	60%		
Medical out-of-pocket limit	\$1,000 single / \$2,000 family	\$2,000 single / \$4,000 family	\$1,500 single / \$3,000 family	\$3,000 single / \$6,000 family		
ER / Urgent Care copays	\$50 / \$35	\$50 / 30%	\$100 / \$50	\$100 / 40%		
Drug Plan Changes						
Retail (30 days)	\$5 / \$20 / \$35	NA	\$15 / \$35 / \$60	NA	10.20%	\$114,973
Home Delivery (90 days)	\$5 / \$20 / \$35 (Aides - 10%)	NA	\$30 / \$70 / \$120	NA		
Estimated Total Savings						\$450,597

BOARD WILL OFFER HSA OPTION

Fred Faxon
 Donna Faxon
 Hank Brown
 Scott Hammond
 Doug Vermillion
 Michelle Buckley
 Debra Mark

JM 6/21/16
 D. J. 6-21-16
 PAR 6/21/16
 6-21-14

MEMORANDUM OF UNDERSTANDING

BETWEEN

AFSCME, OHIO COUNCIL 8, AFL-CIO

AND

LOCAL 1846-1, AFL-CIO

AND

THE ATHENS CITY BOARD OF EDUCATION

This Memorandum of Understanding is entered into by and between the Athens City Board of Education (hereinafter referred to as "the Board") and AFSCME Local 1846-1 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "the Union").

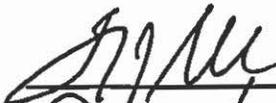
The parties agree to implement a one (1) year Agreement. The Agreement shall be effective from 12:00 AM on September 1, 2018 and shall continue in full force and effect until 11:59 PM on August 31, 2019.

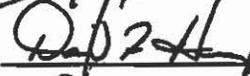
The one (1) year Agreement shall leave all language, insurance and other articles of the Contract as current contract language. On September 1, 2018, all employees shall receive a 3% wage increase on the base rate.

This Memorandum of Understanding is hereby executed on the 22nd day of June, 2016.

FOR THE EMPLOYER:

FOR THE UNION:

 6/22/16

 6-22-16

 6-22-16

 6-22-16

 6-22-16



 6-22-16



 6-22-16

Fred Farson

Debra Mack 6-22-16

Ken Brown

Gary Versallio

Michelle Bickley 6/22/16

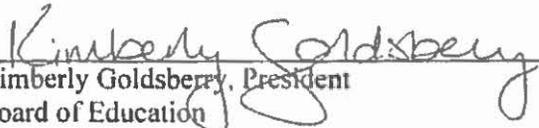
**CERTIFICATE OF AVAILABILITY OF FUNDS
AND AVAILABLE RESOURCES**
(Ohio revised Code Sections 5705.41 and 5705.412)

Contractor:	ASFCME Ohio Council 8, Local 1846 (Deemed Certified)
Contract:	Negotiated Labor Agreement
Term:	August 1, 2016 through July 31, 2019

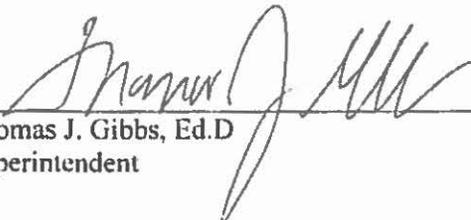
IT IS HEREBY CERTIFIED that the ATHENS CITY SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

IN WITNESS WHEREOF, we have hereunto set our hands this 21st day of July, 2016.

ATHENS CITY SCHOOL DISTRICT,
ATHENS COUNTY, OHIO



Kimberly Goldsberry, President
Board of Education



Thomas J. Gibbs, Ed.D
Superintendent



Bryan M. Bunting, CGFM
Treasurer/CFO

COLLECTIVE BARGAINING AGREEMENT

between

The Athens City School District Board of Education

and

**The American Federation of State, County,
and Municipal Employees,
Ohio Council 8, Local 1846**

September 1, 2015 – August 31, 2018

PREAMBLE

This Agreement is entered into by the Athens City Board of Education of the Athens City School District (hereinafter referred to as the "Board") and Local 1846 Athens City School Employees and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") and has as its purpose the promotion by both parties of the welfare of the children of the Athens City School District; and the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I. - RECOGNITION

Section 1. The Board of Education of the Athens City Schools recognizes Local 1846 Athens City School Employees and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive bargaining representative on matters related to wages, hours, and other terms and conditions of employment. The Bargaining Unit shall be limited to all non-teaching employees in the following classifications.

1. Bus Driver
2. Cook
3. Building Custodian I/Night Guard
4. Building Custodian II
5. Maintenance I
6. Maintenance II
7. Maintenance III
8. Secretary I
9. Secretary II
10. Payroll Clerk
11. Station Attendant/Bus Driver
12. Mechanic Helper
13. Mechanic
14. Head Cook
15. Administrative Secretary
16. Baker/Cook
17. Building Custodian II/Truck Driver
18. Cafeteria Aide
19. Registrar
20. Prime Time Supervisor
21. Prime Time Helper
22. Cashier
23. Server

Employees in the following classifications are excluded from the Bargaining Unit.

1. Superintendent's and Associate Superintendent's/ Business Manager's Secretaries
2. Treasurer
3. Supervisory Personnel
4. Educational Aide
5. Assistant Treasurer
6. Substitute Employees

Section 2. Any other classification established during the term of this Agreement that is not teaching or supervisory, managerial, confidential or a reclassification of currently excluded classification shall be included in the Bargaining Unit of this Agreement.

ARTICLE II. - UNION SECURITY

Section 1. The Board agrees to deduct union dues and fees in the amounts authorized by the Union from the pay of all bargaining unit employees. Deductions shall be made in equal amounts, twice monthly. The full amount of monthly dues deducted, together with a list of employees for whom dues and fees are deducted, will be forwarded to the AFSCME Ohio Council 8 Controller within ten (10) calendar days after the last deduction of the month.

Section 2. All bargaining unit employees who are members of the Union on the effective date of this Agreement and all present and future employees who become members of the Union, by submitting a signed dues deduction authorization to the Treasurer of the Board, shall continue to remain members of the Union for the term of this Agreement without revocation.

Section 3. Fair Share Fee. Effective on the date of this Agreement, all newly hired employees in the bargaining unit who one hundred twenty (120) calendar days from date of hire are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment.

All current employees hired prior to or after the effective date of this Agreement, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective January 1, 1985, as a condition of employment.

The fair share fee amount shall be certified to the Board by AFSCME Ohio Council 8.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Section 4. The Union agrees to save the Board harmless from any claim by a Union member with regard to dues deductions of this Article.

Section 5. The Board agrees to the payroll deduction of voluntary contributions authorized by bargaining unit members to the AFSCME P.E.O.P.L.E. Fund. Once an employee authorizes such a deduction, it shall continue until such time as the employee revokes his/her authorization in writing.

Current soft contact lens wearers may qualify for VSP's Contact Lens Care Program that includes a contact lens exam and initial lens supply. Learn more from your doctor or VSP.com.

Copays:

Exam:	\$10.00
Prescription Glasses:	\$25.00
Contacts:	No copay applies

Section 6.

- a. A Health Insurance Committee shall be established to make recommendations designed to optimize the quality of health care available to district employees and improve cost effectiveness of the health insurance program. Committee members shall review data, work with the District insurance consultant, collaborate on making recommendations for changes in plan design, review bids by insurance companies, and ultimately consider recommending plan changes to their respective constituencies.

The committee is not empowered to unilaterally make changes in health care benefits without ratification by the Union and approval by the Board. The creation of the Health Insurance Committee does not diminish or in any way reduce the Board's and Union's rights or responsibilities.

ARTICLE XXV. - WAGES AND COMPENSATION

Section 1. For the period from September 1, 2015 through August 31, 2018, wages will be paid based on the wage rates set forth in Appendix I. Employees will be automatically placed in the proper step and advance to succeeding steps of the Salary Schedule based upon years of service in their classification, effective September 1 of each year, if the employee has completed one hundred twenty (120) days of service during the school year or, otherwise, in accordance with Article VIII Section 5 of this Agreement whenever an employee changes classifications.

September 1, 2015 all employees shall receive a 2.75% across-the-board raise at every step for one year.

The parties agree for years 2016 and 2017 to have a Wage Reopener for September 1, 2016 and September 1, 2017 of the Agreement. The reopening of the Agreement shall invoke the dispute settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

Section 2. New employees will normally be hired at Step 1 of the Salary Schedule and progress to succeeding steps in accordance with this Agreement, except whenever a new employee possesses special skills needed by the Board, that employee may be hired above Step 1 but not to exceed Step 3 of the Schedule. The Union will be notified of the reason for salary schedule placement above entry level prior to hiring the new employee.

Section 3. SERS PICKUP UTILIZING THE SALARY REDUCTION METHOD. Effective November 26, 1990, the Board herewith agrees with the Union to pick up, utilizing the salary reduction method, contributions to the State Employees' Retirement System (SERS) paid on behalf of the employees in the bargaining unit under the following terms and conditions:

- a. The amount to be picked up on behalf of each employee shall be eight percent (8%) or any statutory increases therein of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked up by the Board for the purpose of State and Federal tax only.
- b. The pickup percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- c. The pickup shall become effective and shall apply to all compensation thereafter.
- d. The parties agree that should the rules and regulations of the IRS or SERS change making this procedure unworkable, the parties would return, without penalty, to the former method of employee/employer contribution.
- e. Payment for all paid leaves (sick leave, personal leave and severance including unemployment and Workers' Compensation) shall be based on the employee's daily gross pay prior to reduction.

Section 4. Primetime Supervisors and Primetime Helpers shall be paid on a nine month basis.

ARTICLE XXVI. - COMPLETE AGREEMENT

This Agreement represents the entire agreement between the Board and the Union.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of right and constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this Agreement.

ARTICLE XXVII. - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2015 and shall continue in full force and effect until 11:59 p.m., August 31, 2018.

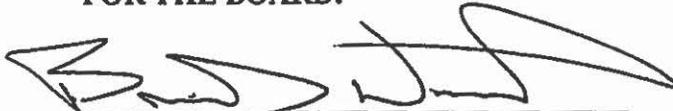
The parties agree to reopen Article 24 (Insurance) and Article 25 (Wages) in the second and third years of the Agreement.

In the event either party desires to cancel, terminate, modify or amend this Agreement at the conclusion of its duration, written notice of intent shall be served by the moving party upon the other no later than sixty (60) calendar days prior to the termination date of this Agreement.

If no such notice is served, this Agreement will continue in full force and effect from year to year thereafter, subject to modification or termination by either party by serving at least sixty (60) days written notice to the other prior to November 14 or any subsequent year.

If any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties shall meet as soon as possible in order to negotiate a mutually agreed upon replacement for the abrogated provision.

FOR THE BOARD:

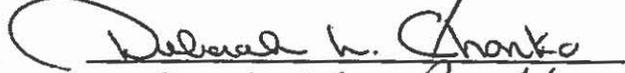


Thomas J. Miller

Raymond A. Buss

FOR THE UNION:

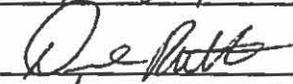


Debra L. Mjuk


Deborah W. Chonko

Michelle Bickley

Fred Fawcett



Ken B

Deey Veivallein

Scott R. Donnan



John F. John

OC8