



COLLECTIVE BARGAINING AGREEMENT

08-25-16
16-MED-04-0518
0104-02
K34662

BY AND BETWEEN

AFSCME OHIO COUNCIL 8 *and* LOCAL 1846

AND

THE ATHENS CITY SCHOOL DISTRICT

EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2019

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1
1 RECOGNITION	1
2 UNION SECURITY	1
3 GUARANTEE OF RIGHTS.....	2
4 MANAGEMENT RIGHTS	3
5 REPRESENTATION.....	3
6 GRIEVANCE	4
7 SENIORITY	6
8 JOB POSTING/TRANSFER ASSIGNMENT AND BIDDING PROCEDURE.....	7
9 LAYOFF/JOB ABOLISHMENT/RECALL PROCEDURES	9
10 HOURS OF WORK AND OVERTIME	11
11 CONTRACTING OUT.....	11
12 LEAVES OF ABSENCE.....	11
13 DISCIPLINARY PROCEDURES.....	14
14 MISCELLANEOUS	14
15 SICK LEAVE AND SEVERANCE PAY	16
16 LUNCH PERIODS	17
17 MAKE-UP DAYS	18
18 PROBATIONARY PERIOD.....	18
19 HOLIDAYS	18
20 LABOR-MANAGEMENT COMMITTEE.....	19
21 INSURANCE.....	19
22 WAGES AND COMPENSATION	21
23 COURT LEAVE.....	22

<u>ARTICLE</u>		<u>PAGE</u>
24	ASSAULT LEAVE	22
25	COMPLETE AGREEMENT	22
26	DURATION OF AGREEMENT	23
	SIGNATURE PAGE	24

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 establishments of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

Section 1. The Board recognizes the Union as the sole and exclusive bargaining agent for all Educational Aides employed by the Athens City School District on all matters relating to wages, hours, and other terms and conditions of employment.

Section 2. All management level employees, professional employees, students, guards and supervisors as defined in the Act, and all other employees shall be excluded from the bargaining unit.

Section 3. The Board and the Union agree to file a joint petition to amend the bargaining with the State Employment Relations Board seeking to add to the above listed exclusions "all casual and seasonal employees as defined by the State Employment Relations Board".

Section 4. Parenthetical Titles. It is understood that the designation "Educational Aide" shall include the following parenthetical titles: Special Education Pre-K through 6, Special Education 7 through 12, Library, and General.

ARTICLE 2 - 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 from 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 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.

The Union may submit authorizations to the Treasurer for a period of sixty (60) calendar days after the effective date of this Agreement. After the initial sixty (60) calendar day authorization period, new authorizations or changes in existing authorizations may only be submitted during the ten (10) working day period following the start of the school year.

New employees may authorize such a deduction within ten (10) calendar days of the end of their probationary period.

P.E.O.P.L.E. deductions shall be transmitted to the International P.E.O.P.L.E. Committee by the Treasurer within ten (10) calendar days after they have been made, along with a list of all employees for whom a deduction has been made.

Section 6. The Board agrees to provide the names and home addresses of all bargaining unit members so that the Union may fulfill its obligations under the Fair Share Fee rebate procedure.

ARTICLE 3 - GUARANTEE OF RIGHTS

The Board and the Union agree that there shall be no discrimination against any member of the bargaining unit by reason of Union or Non-Union membership. The grievance procedure shall be used to enforce this provision against the Board. The State Employment Relations Board and/or court shall be used to enforce this provision against the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. The Board retains all of the functions, rights, powers, responsibilities and authority in regard to operation of its work and business and the direction of its work force which the Board has not specifically abridged, granted or modified by the express written provisions of this Agreement.

Section 2. These rights and responsibilities include, but are not limited to, the following:

- a. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure
- b. To direct, supervise, evaluate, or hire employees.
- c. To maintain and improve the efficiency and effectiveness of governmental operations.
- d. To determine the overall methods, process, means, or personnel by which government operations are to be conducted.
- e. To suspend, discipline, demote, discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees.
- f. To determine the overall mission of the employer as a unit of government.
- g. To determine the adequacy of the work force.
- h. To effectively manage the work force.
- i. To take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 5 - REPRESENTATION

Section 1. Names of the officers and of all committee members and stewards will be submitted in writing to the Board by the Union upon election or appointment.

Section 2. The bargaining committees of both the Board and the Union shall not exceed seven (7) members for each committee.

Section 3. The Board agrees to recognize a Grievance Committee composed of the Local Union President, a Chief Steward, and the building steward. Stewards and their jurisdiction shall be in accordance with the following formula:

The Union may designate one (1) grievance representative of each school building. If there is a second shift of three (3) or more employees at one of such work locations, the Union may designate an additional grievance representative for all second and third shift employees at the location. The grievance representatives' names shall be furnished to the Board by the Union.

Section 4. Union business, including the investigation or processing of grievances, shall not be conducted by such representatives on school board time, nor shall it, in fact, interfere with the work assignment of any other employee except as provided for in Article 6, Grievance Procedure, and except for the building steward who shall be given a reasonable amount of time without loss of pay, if approved in advance by the supervisor or building principal, to investigate and/or process grievances in the steward's area of jurisdiction. Such approval shall not be unreasonably denied.

Section 5. The Union President shall be permitted without loss of time to attend to an emergency situation affecting the Board-Union working relationship, if approved in advance by the supervisor, building principal, or appropriate administrative officer. Such approval shall not be unreasonably denied.

Section 6. Duly elected delegates from the Local Union shall be permitted up to five (5) paid work days a year of Union leave to attend annual conventions of affiliate Councils and biennial conventions of the International Union upon at least seven (7) work days written notice to the Board prior to its regular Board meeting preceding the convention to be attended. Approval shall be based upon availability of a suitable substitute for the employee and upon all expenses being borne by the Union, except the cost of the substitute.

Section 7. The grievance committee set forth in this is the same committee as the one described in Article 5 of the collective bargaining agreement between the parties that covers the deemed-certified unit and it is understood that the members of that committee shall have the right to represent members of both the deemed-certified unit and the Educational Aide unit as that right is described in the respective collective-bargaining agreements.

ARTICLE 6 - GRIEVANCE

Section 1. Definitions:

- a. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this written Agreement.
- b. A grievant shall mean a person, group, or the Union alleging a grievance-as defined above. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

Section 2. The time limits specified hereinafter for movement of grievances shall be strictly adhered to. Any extension of time shall be by mutual consent of both parties in writing. If a

grievance is not processed by the Union in accordance with the time limits, it shall be settled based upon the last response of management. If the Board does not respond to a grievance in accordance with the time limits, the grievance shall be automatically resolved in favor of the grievant.

Section 3. All specified time limits shall consist of work days only.

Section 4. Each grievance shall be initiated within seven (7) work days of the occurrence of the cause for complaint. If either the aggrieved or the Union had no knowledge of said occurrence at the time of its happening, the grievance shall be initiated within seven (7) work days after the union or the aggrieved becomes aware of the cause for complaint.

Section 5. The grievant shall be given the right to attend any meetings mutually called and pertaining to his/her particular grievance without loss of pay.

Section 6. The following steps and time limits and requirements will be adhered to:

- Step 1. The grievance(s) shall be submitted, in writing, to the immediate supervisor. A meeting shall be held between the grievant(s), a Grievance Committee member and the immediate supervisor within five (5) work days of the receipt of the grievance(s). The immediate supervisor shall investigate and respond, in writing, to the grievant(s) and the Grievance Committee member within five (5) work days of the meeting.**
- Step 2. If the grievance is not satisfactorily settled at Step 1, the Union shall have the right to appeal the supervisor's decision to the Superintendent, in writing, within five (5) work days following receipt of the supervisor's written answer. A meeting shall be scheduled within five (5) work days of the Superintendent's receipt of the written appeal. The aggrieved shall have the right of representation by the Chief Steward and the Local Union President without loss of pay and a staff representative. The Superintendent shall render a written answer to the aggrieved within twenty (20) work days after the conclusion of the Step 2 meeting.**
- Step 3. If the grievance is not satisfactorily settled at Step 2, the Union shall have the right to appeal the Superintendent's decision, in writing, within 20 work days after receipt of the Step 2 written decision by serving written notice on the Superintendent.**

Either party shall request the Federal Mediation and Conciliation Service to appoint a mediator to conduct a grievance mediation session. The mediator shall attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute. The recommendations of the mediator are not final or binding and any settlement of the grievance at this step shall be based upon the mutual agreement of the parties. In the event the grievance is not settled it will proceed to arbitration. The parties may mutually agree to waive the mediation step of this procedure.

- Step 4** If mediation is waived, or if the grievance is not satisfactorily settled at Step 3, within twenty (20) work days after mediation, the Union shall have the right to appeal the Superintendent's decision to arbitration by serving notice on the administration and requesting a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. In the event the parties have not mutually agreed upon an arbitrator from two (2) lists, an arbitrator shall be selected from a third list by an alternative strike method.

The arbitrator shall have authority only to hear the particular issue and shall not have authority to change, delete, or modify the existing Agreement. The arbitrator shall render a decision within thirty (30) work days following the arbitration hearing. The arbitrator's decision will be final and binding on the Board, the Union and the grievant.

All arbitrator costs and expenses shall be borne equally by the Board and the Union. Each party shall bear the cost of its own arbitration case representation.

Employee grievants, stewards, officers and witnesses involved in the case shall not lose pay for attendance at arbitration or mediation hearings.

Section 7. All grievance settlements reached between the Board and the Union shall be in writing and shall be final and binding on the Board, the Union, and the grievant(s) but shall not be used as a precedent in any other grievance processed under the terms of this Agreement.

ARTICLE 7 - SENIORITY

Section 1.

- a. **Seniority** - the bargaining unit employee's length of continuous service in the bargaining unit, computed from the most recent date of entry into the bargaining unit.
- b. **Date of Entry** - the calendar day when an employee begins actual work as a member of the bargaining unit.

Section 2. Termination of seniority - Seniority shall terminate upon:

- a. **Retirement**; or
- b. **After one continuous year of being on disability retirement as approved by SERS**;
or
- c. **Termination**; or
- d. **Resignation**; or

- e. Leaving the bargaining unit for a period of sixty-one (61) calendar days or longer to go to a non-bargaining unit position.

Termination of seniority shall not apply to employees on approved leaves of absence for up to one (1) year.

Section 3. In the event an employee who has transferred to a different position desires to return to his/her former position, he/she may do so only during the first twenty (20) working days of the new position. In the event an employee exercises his/her right to return to his/her former position, any successful bidder for the employee's former position shall be advised that such position is null and void, and that the bidder will be retained in his/her current position.

Section 4. Seniority Lists. The Union will be provided with a bargaining unit seniority list setting forth each employee's name, years of seniority and effective date of entry into the bargaining unit. In the event of a tie in seniority the tie will be broken by a single coin toss. The coin shall be tossed by the Superintendent or his/her designee in the presence of the Local Union president or his/her designee. The result of this coin toss shall determine relative seniority from that time forward. Said seniority shall be submitted to the Union within thirty (30) working days of the signing of this Agreement and updated thereafter every six (6) months. The Union will also be provided with a list of new hires, terminations, and other changes as they occur on a monthly basis.

ARTICLE 8 - JOB POSTING/TRANSFER ASSIGNMENT AND BIDDING PROCEDURE

Section 1. Vacancy. The Board may declare a vacancy when it increases the number of jobs in the bargaining unit, or where an opening occurs in the bargaining unit as the result of a promotion, transfer, quit, discharge or other termination of employment. Whenever the Board determines that a vacancy exists, the position shall be posted within five (5) work days after the vacancy is determined and filled within fifteen (15) work days after the last day of bidding. When a position is open, the Board agrees that a substitute employee will not be employed for more than twenty-one (21) work days from the date the opening occurs. The position will then either be posted as a vacancy or abolished.

Section 2. Posting/Bidding. All buildings owned and/or operated by the Board shall be posted with notice of occurring vacancies for five (5) work days.

All posted vacancies shall include the initial date of posting, job title, school building or location, beginning date of hire, pay range and hourly rate, the hours required, the shift, the anticipated starting and quitting time, the final date to notify the Superintendent's office in writing, qualifications, and the job description for the position. During the summer months, whenever notices of vacancies occur, such notices will be placed on a district-wide voicemail system. Vacancies will be posted every Friday.

Employees shall have the right to bid for such vacancies and promotions no later than the fifth (5th) work day of posting, in writing to the Superintendent of Schools.

If the Board determines to hold a one (1) day bidding for open positions it will be held during the month of August, but no later than ten (10) calendar days prior to school starting.

Section 3. Award. Vacancies and promotions shall be awarded to employees in accordance with the following sequential order and criteria:

- a. To the bargaining unit employee applicant within the same parenthetical title who has the greatest bargaining unit seniority.
- b. To the bargaining unit employee applicant that the Board has determined to meet the qualifications designated by the Board for the position and who possesses the greatest bargaining unit seniority. Those employees who bid shall be interviewed by bargaining unit seniority, and the Board shall determine whether each such employee meets the qualifications referenced above.
- c. All bargaining unit positions will be filled with the understanding that the candidate for this position completes a probationary period, as follows:

Years of completed service; (at the time of the bid award)	Probationary period;
Less than two (2);	120 calendar days
Two (2) or more but less than four (4);	100 calendar days
Four (4) or more but less than 6;	80 calendar days
Six or more;	60 calendar days

During this probationary period the employee will be evaluated by his/her immediate supervisor. The probationary removal of such employee is not subject to appeal through the grievance procedure unless terminated for reasons other than probationary removal. Upon probationary removal, the employee shall be returned to his/her last position.

Section 4. If positions in the deemed certified AFSCME Bargaining Unit become available (exhaustion of the in-house posting procedures), Bargaining Unit employees (SERB Certified Educational Aides Unit) may apply and be awarded the position if the applicant meets the minimum qualifications and essential functions of the position.

The successful applicant shall be placed in the pay range and step commensurate with his/her years of system-wide seniority and has twenty (20) work days to return themselves to their original position.

In the event the successful applicant is removed during the appropriate probationary period, the employee shall return to his/her former position; Article 7 (2e) does not apply.

The Board has the right to fill the successful applicant position with a substitute employee or through a temporary job bid at its discretion.

Once the applicant successfully completes the probationary period, his/her position shall be posted as a permanent position and filled in accordance with Article 8 of this Agreement.

If two or more applicants meet the qualifications, the most senior applicant, per Article 7, Section 1, would be awarded the job.

ARTICLE 9 - LAYOFF/JOB ABOLISHMENT/RECALL PROCEDURES

Section 1. Notice. In the event it is necessary to reduce the work force, affected employees and the Union will be provided written notice of intent at least fifteen (15) working days prior to any such reduction. The Board will provide the Union with twenty (20) working days notice of intent to implement a reduction in force for reasons other than the return to duty of employees on leave of absence. The notice will include the classifications in which the reduction will be implemented but need not identify the persons affected.

Section 2. In the event it is necessary to reduce the work force due to lack or projected lack of funds, or work, or abolition of a position, the following order of layoff will be implemented:

- a. All temporary, casual, probationary and substitute employees in the affected parenthetical title(s) will be laid off;
- b. Further reductions shall be made in the inverse order of bargaining unit seniority from among employees in the affected parenthetical title(s).

Section 3. Bumping Rights. Employees displaced as a result of a reduction in the work force shall have the right to exercise their seniority to bump in the following manner:

- a. Beginning with the parenthetical title(s) affected by the layoff, employees in the affected parenthetical title(s) will be permitted to displace any less senior employee within the parenthetical title based on seniority and the employee's ability to do the work. However, if the displacement causes the employee a reduction in days and/or hours he/she will be permitted to bump outside the parenthetical titles.

- b. Any employees displaced as a result of the actions described in paragraph a. above may displace a less senior employee in the same parenthetical title based on seniority and the employee's ability to do the work.
- c. An employee who is displaced from a parenthetical title as a result of the actions described in paragraphs a. and b. above may displace a less senior employee based on seniority and the employee's ability to do the work.
- d. An employee unable to displace another employee through exercise of the bumping rights described in this Article will be laid off.
- e. An employee who refuses a position for which he/she is qualified under the process set forth in this article shall be deemed to have resigned from employment.

The exercise of bumping rights will not be subject to the transfer, posting and bidding provisions of this agreement and it is anticipated that the parties will be given the right to select from among those positions available for bumping, on a single day or consecutive series of days.

Section 4. Recall Rights. Vacancies shall be posted and filled according to Article 8. No vacancies will be filled by a person outside of the bargaining unit while employees are laid-off until such employees' recall rights are exhausted.

- a. Employees laid off as a result of a reduction in the work force shall be recalled to vacancies for which they have the ability to do the work in order of their seniority (most senior recalled first). Employees shall maintain recall rights for two (2) calendar years from the effective date of layoff.
- b. For a period of one calendar year from the effective date of displacement from a parenthetical title, the displaced employee, for purposes of bidding on a vacancy under Article 8, shall retain the bidding rights within their previous parenthetical title.
- c. Employees may also be recalled to any substitute position within the bargaining unit in which they have the ability to perform the work. If an employee is recalled to substitute in any bargaining unit position, he/she will be paid the contractual wage for that position at the step level the employee attained at the time of layoff.
- d. It is the employee's responsibility to keep the Board informed of his/her current address. The Board shall serve written notice of recall by certified mail return receipt requested to the employee's last known address. Failure of any employee to notify the Board of his/her intent to return to work within seven (7) calendar days after receipt of recall notice, shall be deemed a forfeiture by the employee of any right to recall.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

Section 1. The work week and work day for employees shall continue as scheduled on the effective date of this Agreement. The Board may change the work week and work day for individual positions based on good and substantial operational or financial needs. Such changes cannot be arbitrary or capricious. An employee must be given at least fourteen (14) calendar days written notice prior to any reduction in his/her work day or work week.

Section 2. If the Board changes an employee's starting and quitting times more than one (1) hour from what was stated in the original posting for the position, the job shall be re-bid.

Section 3. All hours worked by an employee in excess of forty (40) hours per week in pay status shall be paid at the rate of time and one-half (1 1/2) the employee's hourly rate of pay.

Section 4. All overtime pay due to any employee shall be paid on the pay date immediately following the pay period in which the overtime was worked.

Section 5. By mutual agreement between the Union and Superintendent, the Superintendent may add up to one additional hour per day to the work day of an employee who is assigned to work with a particular student(s). The Superintendent may reduce the work day of such an employee by an amount equal to or less than the amount of the increase. The provisions of this section do not restrict the Superintendent's authority under section 1 of this Article.

ARTICLE 11 - CONTRACTING OUT

During the term of this Agreement, the Board will not contract out or sub-contract work in any classification, where employees are capable of performing such work, so as to result in the layoff or displacement of such employees.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1. A bargaining-unit employee may be granted an uncompensated leave of absence for up to one (1) year in duration upon written request to the Superintendent stating the reason(s) for such a request.

Section 2. An employee who returns from an approved leave of absence shall be returned to the same position he/she held prior to the leave, or a comparable position if the original position no longer exists, if the leave was less than two years. If the leave is longer than two years, the employee shall be placed in a comparable position, as defined in Section 5(c) of this Article.

Section 3. Personal Business Leave. Employees will be entitled to three (3) personal days with pay for the purpose of conducting personal business, provided:

- a. The employee notifies his/her immediate supervisor at least one (1) work day in advance of the absence.
- b. Each person certifies that the personal leave will be for the purpose of conducting personal business that cannot be conducted during non-work hours. A personal leave day may not be used for vacation purposes.
- c. The personal leave day is not used before or after a holiday or vacation period unless there are extenuating circumstances which lead to the approval of the Superintendent of Schools in advance of the day requested.
- d. On June 30 of each contract year up to two (2) unused personal leave days may be carried over to the next employee work year. No employee may have more than five (5) personal leave days during any year. Unless the employee notifies the Treasurer by June 15, the days shall be converted to sick leave days. Once notice to carry over unused personal leave to the employee's next work year over is given, the employee shall not be able to use those personal days until the work year into which the days are carried over.

Section 4. The quality of instruction to our students is enhanced by the uninterrupted service of our regular employees. To that end, the Board wishes to recognize employees who have excellent attendance.

- a. An employee who does not use more than five (5) days of any type of leave – humanitarian, sick, personal and/or dock shall receive payment in the amount of \$500.00. Payment shall be made on or before the first pay in August of that year.
- b. Sick leave donated by employees to the Sick Leave Pool shall not be charged against an employee for the purposes of this section.
- c. To be eligible, an employee must have been employed by November 1 of each school year and has completed his/her work year.
- d. Jury duty, Union, bereavement or approved sick leave days used for bereavement of an immediate family member shall not be counted as chargeable absence.
- e. Employees on medical leave or maternity leave shall not be eligible for this compensation.

Section 5. Long-Term Leaves.

- a. As used in this article "long-term leave" means a leave, whether paid or unpaid, that is reasonably expected to last for at least one hundred twenty (120) work days or more.

- b. Employees who are absent by reason of a long-term leave and who return to duty at the end of the approved leave, but not later than two years after the commencement of the leave, will be restored to the position held at the time the leave was approved, provided that the position has not been abolished.
- c. Employees who have a right to return to service and who do return more than two years after the commencement of a long-term leave will be returned to a comparable position. As used in this agreement, "comparable position" means one involving similar duties within the same classification and holding a rate of pay that is not less than the rate of pay held at the time the leave was commenced.
- d. Positions vacated by reason of a long-term leave may be filled with a substitute(s) for up to one hundred twenty work days from the commencement of the leave. Such positions will be filled on a temporary basis for the remainder of the leave by posting the position as being available for temporary assignment. The most senior qualified applicant from within the classification will be awarded the temporary assignment in accordance with Section 2 of Article 8 of this agreement. All subsequent transfers resulting from the leave will be temporary assignments.
- e. Upon return to duty of the person on long-term leave, all temporary assignments will be returned to their original position. In the event that the Board has hired permanent employees as a result of the leave, the least senior employee will be a displaced worker.
- f. In the event that the person who was absent by reason of long term leave does not return to duty at the end of the leave or within two years of the commencement of the leave, whichever is shorter, the position held by such person shall be deemed vacant and shall be bid in accordance with Article 8. In the event that the person holding the temporary assignment is awarded the position as the result of a bid all temporary-assignments resulting from the vacancy will become permanent. In the event that the person holding the temporary assignment is not awarded the position on a permanent basis, all temporary assignments will be returned to their original positions. In the event that the Board has hired permanent employees as a result of the leave, the least senior permanent employee will be laid off

Section 6. Family and Medical Leave Act. The parties agree that the Family and Medical Leave Act of 1993 applies to eligible bargaining unit members.

Section 7. Unpaid Leave Without Pre-Approval.

- a. Prior approval by the Superintendent or his/her designee is required before an employee takes unpaid leave (dock day). Failure to obtain prior approval is grounds for discipline. The Board shall comply with Article 13 when imposing discipline.
- b. Discipline for failure to obtain prior approval before taking unpaid leave shall be progressive as follows:

1. First time – warning.
2. Second time – three (3) working day suspension without pay.
3. Third time – termination.

ARTICLE 13 - DISCIPLINARY PROCEDURES

Section 1. The Board shall have the right to discipline or discharge any employee only for just cause. Matters pertaining to discipline are to be conducted in a confidential manner.

Section 2. The Board shall notify the Local Union President in writing on the day any written reprimand, suspension or discharge is issued to any employee unless the employee requests otherwise. If an employee waives union representation he/she will complete a union waiver form that will be hand delivered to the Union President and Superintendent.

Section 3. No employee will be suspended, discharged or reduced in pay or position until a disciplinary conference is held between the school district administration, the employee and a representative of the employee, if so desired.

Section 4. In taking written disciplinary action against any employee, the Board will not rely upon any prior written disciplinary action taken against that employee more than one (1) work year before the occurrence upon which the current disciplinary action is based or in the event of a suspension, two (2) years. All disciplinary measures will remain in effect until the passage of twelve (12) consecutive months in which no disciplinary measures (written reprimand or suspension) have been imposed.

ARTICLE 14 - MISCELLANEOUS

Section 1. The Board of Education will pay for the cost of any physical examinations required of employees in order to hold or be placed into any bargaining unit position.

Section 2. Prior to the adoption of the annual school calendar, the Union President shall be contacted with the purpose being to allow the Union to make non-binding suggestions about the school calendar to the administration prior to its official adoption.

Section 3. Employees shall be entitled to paid professional leave to attend work-related seminars, classes, or courses, provided the supervisor approves such leave and it is approved by the Superintendent. The cost of such seminars, classes, or courses shall be paid by the Board. Should the supervisor deny such leave request, the employee may submit the request to the Superintendent.

Section 4. Provided such students are counted in the school district's ADM, the children of bargaining unit members may attend the Athens City Schools tuition free. Where necessary, bargaining unit members must still obtain athletic releases from their school district of residence. Members whose children are enrolled or wish to be enrolled may utilize the inter-district and intra-district enrollment options subject to the same conditions and limitations as other district

pupils.

Section 5. Employees who are required to use their personal vehicle to conduct the business of the Employer shall receive the IRS rate in effect on July 1 (the rate will be adjusted if the IRS lowers its rate after July 1) per mile, and shall be covered by the Employer's liability insurance while using personal vehicles for the business of the Employer.

Section 6. One packet of Board meeting information will be provided to the Local Union President through inter-office mail and/or via school district email when the information is available to the Board.

Section 7. When a regular classroom teacher is absent and an educational aide is in the teacher's classroom throughout the school day, the building principal will designate a certificated staff member, who will serve as the supervisor. The educational aide serving under these circumstances will be paid at the greater of the base substitute teacher rate or the aide's regular rate of pay.

Section 8. If a principal determines there is a need for an aide to fill in for a secretary, he/she will request assistance from an aide on a building rotation list. An aide on the rotation list may be skipped where, in his/her discretion, the principal determines the circumstances warrant. If skipped or inadvertently missed, an aide will be offered the next opportunity to fill in for a secretary. The educational aide serving under these circumstances shall be compensated with an additional \$0.50 per hour.

Section 9. Dispensing Medication. All employees required to dispense medication will be afforded all protections of the Ohio Revised Code, including liability protection.

Section 10. Each year annual salaries shall be divided by 26 and paid every other Friday not to exceed 26 equal pays per year. If the pay date should fall within three (3) work days of the last school day before the vacation holiday, the member shall be paid on the last school day. Effective with the first payroll of the 2017 - 2018 Contract year, all members will be required to participate in direct deposit.

The three hundred and sixty-five (365) day year necessitates that an adjustment occur every six or seven years to prevent a three week gap between pays. The Board and Union agree that during the year when this occurs, the board will issue twenty-seven (27) pays. The Treasurer will adjust the salary schedule to carry and spread any negotiated increases over the twenty-seven (27) pays.

Section 11. When a Deemed Certified employee is awarded a position in the Educational Aide bargaining unit, their Deemed Certified System Seniority will carry over and become their Educational Aide bargaining unit seniority. When an Educational Aide is awarded a position in the Deemed Certified bargaining unit, they are awarded System Seniority based on their length of continuous service with the Athens City School District.

ARTICLE 15 - SICK LEAVE AND SEVERANCE PAY

Section 1. All employees in the bargaining unit will be entitled to one and one-fourth (1/4) paid sick leave day for each completed month of service.

Section 2. Unused sick leave shall be cumulative to a maximum of three hundred twenty (320) days.

Section 3. Upon retirement, the Board will pay twenty-five percent (25%) of up to maximum of three hundred twenty (320) unused sick leave days at the employee's hourly rate in effect at time of retirement.

Section 4. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease and illness, injury or death in the employee's immediate family. Immediate family shall be interpreted to mean father, mother, brother, sister, step-siblings, husband, wife or other individual living in the same household or child, grandparents, parents-in-law, sibling-in-law, grandchild or any other person who has stood in the place of a parent or parent-in-law.

Section 5. The parties shall establish a sick leave pool for employees who wish to participate in the pool. A participating employee may withdraw sick leave from the pool in the event he/she is unable to work because of a long-term personal illness or injury. In order to be eligible to withdraw sick leave from the pool, an employee must be a contributing member of the pool, out of sick leave, vacation and paid personal business leave, and must have been off work for at least two consecutive calendar weeks without pay. If an employee is off work and is receiving or expects to receive Worker's Compensation or an SERS disability pension or is off work because of illness in the family, he/she is not eligible to draw from the pool.

In order to be eligible to participate in the pool, an employee must have donated at least one day of sick leave. All days shall be converted to hours for the purpose of the sick leave pool. Employees who withdraw days from the pool shall be paid their regular rate of pay for their regularly scheduled hours for sick leave drawn from the pool.

Within thirty (30) calendar days following the effective date of this Agreement, the Union will provide to the Board a list of members who have authorized contribution of one (1) day of sick leave to the sick leave pool. Each contributing member shall be eligible to participate in the sick leave pool. Not later than September 15 of each year, the Union will provide the Treasurer of the School District with a list of new members who wish to join the pool. An authorization for the deduction of one sick leave day from the accumulated sick leave of those new members shall be provided. When the pool reaches a level of 80 hours, each member of the pool shall be assessed one (1) additional day of sick leave following notice to the Union. No additional authorization shall be required. At the time of assessment should that member be out of sick leave, then the next accrued sick day shall be placed in the pool. In no event shall a member be assessed more than three (3) days of sick leave in any one fiscal year.

A Sick Leave Pool committee shall be established consisting of two (2) persons appointed by the Union and two (2) persons appointed by the Superintendent. The Committee shall establish any further criteria it deems necessary for eligibility for receiving sick leave from the pool, including an application procedure for participants. The committee shall administer the pool and may determine the maximum amount of sick leave any one participant may withdraw.

A bargaining unit member who returns to work shall repay the sick leave pool at a rate of ½ of accrued sick leave as it accrues until the withdrawn days are repaid.

This sick leave pool shall be in conjunction with the sick leave pool already established in the collective bargaining agreement between the parties in the deemed certified unit of non-certified employees. Employees in either this unit or the deemed certified unit may contribute to or draw from this single multi-unit pool.

Section 6. Humanitarian Leave. A bargaining unit member who, for humanitarian reasons, has a genuine need to receive additional paid leave not otherwise available to him or her under the Negotiated Agreement may, upon the approval of both the Superintendent and Union, be provided additional sick leave days, either by way of advancement or, if approved, by way of transfer from one or more other bargaining unit members. Sick leave days awarded by transfer from another member will include written authorization from the transferring member directing the District Treasurer to deduct the number of days transferring from the transferring member's accrued sick leave balance.

The decision to grant or to deny any request for humanitarian leave will be made on a case-by-case basis and shall not be subject to the grievance procedure. Neither the granting nor denial of any request for such leave shall be considered precedent for any future humanitarian leave request.

Section 7. Bereavement Leave. Bargaining unit members may take one day of bereavement leave per work year due to the death of an immediate family member. Immediate family member shall be interpreted to mean father, mother, brother, sister, step-siblings, husband, wife or child, grandparents, parents-in-laws, grandchild, any other person who has stood in place of a parent or parent-in-law, or other in individual living in the same household.. This day shall not be charged against sick leave. Bargaining Unit members may request other paid leave time for immediate family members.

ARTICLE 16 - LUNCH PERIODS

All employees who work more than six (6) hours per day shall have a daily compensated 30 minute lunch period mutually scheduled between the employee and his/her building principal. Employees who receive a compensated lunch period may be recalled to work if the need arises.

ARTICLE 17 – MAKE-UP DAYS

Any make-up day(s) required to fulfill the one hundred eighty-five (185) work day member contractual year shall be determined by the Board with the Union having an opportunity for input.

ARTICLE 18 - PROBATIONARY PERIOD

The probationary period of all newly hired employees shall be one hundred and twenty (120) calendar days. It is understood that the one-hundred and twenty (120) calendar days must occur within the work year.

A probationary employee shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from the original date of entry.

During or at the end of the probationary period, the Board shall have the right to terminate the probationary employee and such termination shall not be subject to appeal through the grievance procedure of this Agreement.

ARTICLE 19 - HOLIDAYS

Section 1. All regular employees employed on a nine or ten month basis are entitled to the following paid holiday that occur during the employee's work year.

New Year's Day
Martin Luther King Day
Memorial Day if the employee's work year extends beyond Memorial Day
Thanksgiving Day
Christmas Day
Labor Day

Section 2. To be entitled to holiday pay, an employee must work on the next scheduled day before and after the holiday or be excused from work on either or both of those days.

Section 3. Employees will be entitled to any other additional holiday with pay, if so declared by the Board of Education.

Section 4. When any employee is required to work by his/her administrative supervisor on any holiday designated by this Article, he/she shall receive the holiday pay and in addition, pay at time and one-half for all hours worked on the holiday. If a holiday falls during a work week, it shall be counted as hours actually worked against the forty (40) hours needed during that week in calculating time and one-half for overtime.

ARTICLE 20 – LABOR-MANAGEMENT COMMITTEE

Section 1. A Labor-Management Committee consisting of up to five (5) members approved by the Union and up to five (5) members approved by the Superintendent shall be formed. They shall meet subject to call but no less than quarterly to discuss matters of safety, tools, equipment, and other areas of mutual concern.

ARTICLE 21 - INSURANCE

Section 1. The Athens City School District Board of Education and the AFSCME Ohio Council 8 and Local 1846 representing the Educational Aides Bargaining Unit hereby agree to the following:

1. The Board shall pay ninety (90) percent of the cost of single health coverage and ninety (90) percent of the cost of family health coverage for all participating bargaining unit employees who work twenty-five (25) or more hours per week. Employees who work less than twenty-five (25) hours per week shall receive a pro-rated amount based upon hours worked.

Section 2. Dental Insurance. The Board shall make available to all bargaining unit employees, dental insurance coverage and shall pay 90% of the total cost of both single and family coverage for all employees who work twenty-five (25) or more hours per week. Employees who work less than twenty-five (25) hours per week shall receive a pro-rated amount based upon hours worked. The dental insurance shall meet or exceed the specifications set forth below:

Services

Class I - Preventive and Diagnostic

Class II - Basic Restorative

Class III - Major Restorative

Class IV - Orthodontia

Maximum benefit each calendar year for Class I, II and III services - \$1,500.00. Lifetime Maximum for Orthodontic Services, per person - \$1,500.00. Individual Deductible - \$25.00. Family Deductible - \$50.00.

Percentages (if reasonable and customary) or scheduled amounts payable for covered dental expenses:

Class I - 100%

Class II - 80%

Class III - 60%

Class IV - 60%

Dependent children are covered until the age of 23 or the age of 25 if a full time student.

Section 4. Vision Insurance. The Board shall pay a maximum of twelve dollars (\$12) monthly toward single or family vision insurance which meets or exceeds the specifications set forth below:

Deductibles: Exam - \$10.00 Frames - \$25.00 Exam-Lenses/Frames once every twelve (12) months.

Section 5. Life Insurance. The Board shall purchase a Twenty-five Thousand Dollar (\$25,000) Term Life Insurance Policy for each bargaining unit employee.

Section 6. 125 Plan. The Board will institute a Section 125 Premium Only payment plan.

Section 7. Health Insurance Committee. 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 the 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.

Section 8. District Will Offer HSA

Medical Plan Changes (effective 1/1/2017)	Option 2	
	Network	Non-Network
Office Visit (PCP/Specialist Copay)	\$25 / \$50	40%
Deductible	\$500 single / \$1,000 family	\$1,000 single / \$2,000 family
Coinsurance	80%	60%
Medical Out-of-Pocket Limit	\$1,500 single / \$3,000 family	\$3,000 single / \$6,000 family
ER / Urgent Care Copays	\$100/\$50	\$100/40%
Drug Plan Changes		
Retail (30 days)	\$15/\$35/\$60	N/A
Home Delivery (90 days)	\$30/\$70/\$120	N/A

ARTICLE 22 - WAGES AND COMPENSATION

Section 1. Hourly wage rates for employees shall be as follows in each year of this Agreement:

Effective Date	Steps																
	1	2	3	4	5	6	7	8	9	10	11	15	20	25	30	35	37
9/1/2016	14.16	14.31	14.46	14.61	14.81	15.01	15.21	15.41	15.61	15.81	16.01	16.26	16.56	16.86	17.16	17.46	17.56
9/1/2017	14.37	14.52	14.68	14.83	15.03	15.24	15.44	15.64	15.84	16.05	16.25	16.50	16.81	17.11	17.42	17.72	17.82
9/1/2018	14.59	14.74	14.90	15.05	15.26	15.46	15.67	15.88	16.08	16.29	16.49	16.75	17.06	17.37	17.68	17.99	18.09

Employees will automatically be placed in the proper step and advance to succeeding steps of the Salary Schedule based upon years of service in the bargaining unit, effective September 1 of each year if the employee has completed one hundred twenty (120) days of service during the school year.

Section 2. New employees will be hired at Step 1 of the Salary Schedule and progress to succeeding steps in accordance with this Agreement.

Section 3. SERS PICKUP UTILIZING THE SALARY REDUCTION METHOD. 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.

ARTICLE 23 – COURT LEAVE

The employer shall grant leave with pay to an employee who is summoned for jury duty. The Employer shall grant leave with pay to an employee who is subpoenaed as a witness by any court or other adjudicatory body of competent jurisdiction which can require the appearance of an employee; provided that, the Employer will not grant paid court leave to an employee who appears or is compelled to appear in cases involving an employee's personal matters, including, but not limited to, criminal, civil, or traffic cases involving the employee, the employee's family or friends or domestic relations matters for the employee, the employee's family or friends. These absences may be covered by personal leave.

All compensation received by an employee on court leave from the summoning court/agency must be turned over to the Employer. Employees must request court leave at the time they receive the notice of jury duty, subpoena or summons.

Employees are expected to report to work at the conclusion of the jury duty/court appearance if one (1) or more hours of time remain in the employee's regularly scheduled work day.

ARTICLE 24 - ASSAULT LEAVE

Any member who is physically assaulted as a result of such member's employment and who is temporarily disabled by an injury resulting from such assault shall, upon submission of written verification of such disability from a physician, remain on the payroll as a member and shall receive all benefits as if on sick leave, except as limited in this provision. The Board may require a member on assault leave to submit to a physical examination by a physician of the Board's choosing and at the Board's expense to determine the existence of/extent of the disability. If the physician determines the member is not disabled, assault leave shall be discontinued. Assault leave may continue up to ninety (90) calendar days. If a member applies for and is granted worker's compensation benefits, assault leave shall be discontinued. Assault leave shall not be deducted from the member's accumulated sick leave.

ARTICLE 25 - 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 26 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2016 and shall continue in full force and effect until 11:59 p.m., June 30, 2019.

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 June 30 of 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.

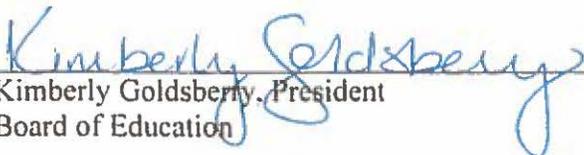
**CERTIFICATE OF AVAILABILITY OF FUNDS
AND AVAILABLE RESOURCES**
(Ohio revised Code Sections 5705.41 and 5705.412)

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

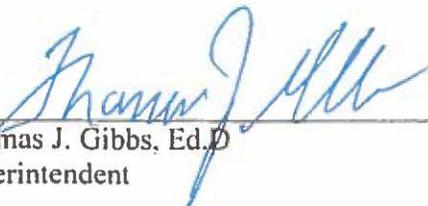
IT IS HEREBY CERTIFIED that the ATHENS CITY SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when 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



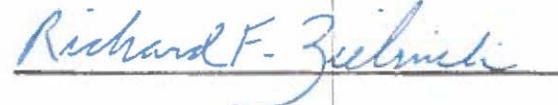
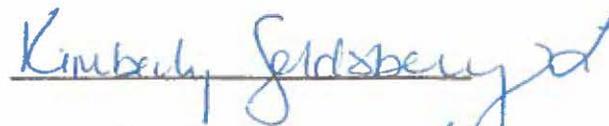
Bryan M. Bunting, CGFM
Treasurer/CFO

This collective bargaining agreement is signed and agreed upon this 30th day of June, 2016.

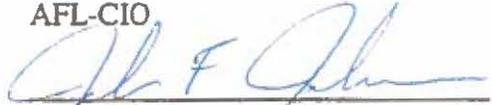
FOR THE ATHENS CITY SCHOOL
DISTRICT



FOR AFSCME LOCAL 1846A



FOR OHIO COUNCIL 8, AFSCME,
AFL-CIO



John F. Johnson, Staff Representative