

AGREEMENT

BETWEEN

THE

BOARD OF EDUCATION

OF THE SCHOOL DISTRICT OF THE

CITY OF DAYTON, OHIO

AND

DAYTON BUILDING AND

**CONSTRUCTION TRADES COUNCIL, AFL-
CIO**

July 1, 2020 through June 30, 2023

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AGREEMENT

ARTICLE ONE – PURPOSE

- 1.01 This AGREEMENT is made between the BOARD of EDUCATION of the School District of the City of Dayton, Ohio, hereinafter referred to as "EMPLOYER," and the Dayton Building and Construction Trades Council, AFL-CIO, hereinafter referred to as the "UNION," for the purpose of achieving better understanding between both parties, and to provide for the peaceful adjustment of all differences which may arise.

ARTICLE TWO – RECOGNITION

- 2.01 The EMPLOYER hereby recognizes the UNION as the sole and exclusive collective bargaining representative for all employees in the following described bargaining unit:

All full-time and regular part-time classified employees of the Board of Education of the School District of the City of Dayton, Ohio employed in job classifications of painter, sheet metal worker, glazier, carpenter, plasterer, electrician, electronic equipment specialist, plumber, HVAC technician, roofer, brick mason, drain cleaning specialist, including apprentices in such classifications but excluding all supervisors and all other employees of the Board of Education of the School District of the City of Dayton, Ohio.

- 2.02 Exclusive recognition status accorded the UNION was granted after the EMPLOYER was satisfied that a majority of the employees in such bargaining unit have designated the UNION and/or one of its affiliated local unions as their bargaining representative.

- 2.03 The term "employee" as used in this AGREEMENT shall refer to those persons included in the bargaining unit.

- 2.04 Union Dues Check Off and Fair Share

A. The EMPLOYER agrees to check off from the wages of employees for the payment of dues to the UNION, or any of its affiliated local unions, the dues of the UNION, or any of its affiliated unions, for the period of time indicated in the PAYROLL DEDUCTION AUTHORIZATION cards, upon presentation of a written authorization individually completed and executed by a member of the UNION in the following form:

PAYROLL DEDUCTION AUTHORIZATION

Employee Number: _____ Print Payroll: _____

Name: _____
First Middle Initial Last

School Dept.: _____ Position: _____

TO: Dayton City Board of Education

I hereby authorize the Dayton City Board of Education to deduct until further notice the sum of \$ _____ each payroll period for membership in the _____ AFL-CIO, effective _____.

It is my understanding, will and desire that this authorization shall be irrevocable for a period of one (1) year or the remaining period of the current AGREEMENT between the Dayton Building and Construction Trades Council, AFL-CIO, and the Board of Education, whichever occurs first.

It is also my understanding, will and expressed desire that this authorization shall be automatically renewed and irrevocable for successive periods of one (1) year or for the period of each succeeding AGREEMENT between the Dayton Building and Construction Trades Council, AFL-CIO, and the Board of Education, whichever shall be shorter, unless written notice is given by me to the Board of Education not more than sixty (60) days and not less than thirty (30) days prior to the expiration of any one (1) year period of the expiration of any such AGREEMENT.

I also authorize Dayton City Board of Education to accept and honor the written request of the Dayton Building and Construction Trades Council, AFL-CIO, signed by its President and Secretary-Treasurer, to increase and/or decrease the amount of membership dues checked off from my wages.

Date: _____ Employee Signature: _____

- B. The EMPLOYER agrees not to honor any check-off authorizations executed by any employees in the bargaining unit in favor of any labor organization or quasi-labor organization other than the UNION.
 - C. The UNION agrees to indemnify and save the EMPLOYER harmless against any and all claims that shall arise out of or by reason of action taken by the EMPLOYER in reliance upon any "AUTHORIZATION" cards submitted by the UNION and its affiliated local unions to the EMPLOYER.
- 2.05 All employees who, ninety (90) days from the date of hire, who are not members in good standing of the UNION, are required by the UNION to pay a fair share fee as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code. The fair share fee amount shall be certified to the Treasurer of the BOARD by the

UNION. Nothing herein shall be construed as requiring any employee to become a member of the UNION as a condition for serving or retaining employment or any benefits under this AGREEMENT. The UNION agrees to hold the BOARD harmless from any liability that may be incurred to any person or persons because of the BOARD's good faith enforcement of this provision.

When an employee is hired, and annually thereafter, the UNION will notify him/her in writing of the fair share fee provision of this AGREEMENT. The notification will include the following:

- A. A financial list of expenditures made by the UNION during its most recently completed fiscal year, verified by an independent auditor, with an explanation of expenses chargeable to the realm of collective bargaining, an explanation of the portion of the fair share fee that is chargeable to non-members, and the method used to calculate the chargeable proportion.
- B. Notification that employees are obligated to pay their fair share fee, but are not obligated to pay that part of the fee that goes to support partisan politics or ideological causes not germane to the work of the UNION in the realm of collective bargaining.
- C. Notification that non-members who contest the amount of the fair share fee must object in writing. The procedure for lodging such objection will be clearly explained to the employees. The time for filing the objection must be no later than fifty-five (55) days from the employee's date of hire.
- D. Notification that if a non-member objects, then the non-member will be entitled, prior to any fair share fee being deducted from his/her wages, to an advance reduction of the fair share fee in an amount equal to the amount of money paid by the UNION during its most recently completed fiscal year for non-chargeable expenses. Further notification that, upon receipt of a timely objection, the UNION will escrow the remainder of the non-member's fair share fee in an interest-bearing escrow account pending a decision on the objection by an impartial decision maker.
- E. Notification of the procedure established by the UNION to have an employee's objection submitted to an impartial decision-maker for final and binding decision with respect to the amount of UNION expenses properly chargeable to the realm of collective bargaining. That amount shall be the amount of the fair share fee charged to all objecting employees until another decision by an impartial decision-maker is issued with respect to this subject.

The UNION agrees to annually provide the BOARD with the financial information referred to in Section 2.05A above, and to immediately notify the BOARD if an employee files an objection as set forth in Section 2.05C above. The amount to be deducted from such employee's wages as the fair share fee shall be the amount deducted from the wages of UNION members, less the amount of non-chargeable expenses as set forth on the UNION's financial information. The UNION will provide the BOARD with a copy of all

decisions issued by initial decision makers with respect to objections made by non-members.

ARTICLE THREE – COVERAGE

- 3.01 The UNION has the sole and exclusive bargaining rights for the employees described in Section 2.01 of this AGREEMENT on the following subjects:
- A. Wages
 - B. Hours
 - C. Fringe Benefits
 - D. Working Conditions
 - E. Other economic items as mutually agreed
- 3.02 The provisions of this AGREEMENT shall be the sole agreement between the parties. The EMPLOYER shall not be deemed to be bound by the provisions of any other AGREEMENT which the UNION or any of its affiliated local unions may have with any other entity or with each other.

ARTICLE FOUR – UNION REPRESENTATION

- 4.01 The UNION may select one steward and one assistant to represent the interests of the employees in the bargaining unit. The stewards' names shall be furnished to the EMPLOYER by the UNION. UNION business shall not be conducted by UNION stewards or employees on School Board time, nor shall it, in fact, interfere with the work assignment of any other employee. These provisions shall not prevent a steward in an emergency situation from bringing a safety issue to the attention of a Supervisor.
- 4.02 Business representatives designated by the UNION may consult with the employees in the bargaining unit before the start of and at the completion of the day's work. Business Representatives designated by the UNION shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this AGREEMENT. This privilege is extended subject to the understanding and condition that work assignments are not, in fact, interfered with.
- 4.03 The EMPLOYER agrees to make available to the UNION a list of new appointments of employees eligible for the bargaining unit, along with the address, wage rate, class title, department, division and section to which the new employee is assigned.
- 4.04 It is understood that the privileges set forth in this Article do not authorize the employees to be absent from their jobs.
- 4.05 The EMPLOYER agrees to recognize and follow, to the fullest extent possible and practicable, the work jurisdiction of the union(s) affiliated with the Council.

ARTICLE FIVE – WAGES AND INSURANCE

- 5.01 Wage rates for all employees in the bargaining unit shall be as set forth in Addendum No. 1 attached hereto and made a part hereof.
- 5.02 The insurance program for all employees in the bargaining unit shall be as set forth in Addendum No. 2 attached hereto and made a part hereof.
- 5.03 Every covered employee, covered spouse of an employee and/or covered dependent(s) of an employee, whose group health insurance is terminated for reasons of:
 - A. Termination of the employee, layoff or reduction in the hours of employment of the employee;
 - B. Death of the employee;
 - C. Eligibility of the employee for Medicare;
 - D. Divorce or separation from the employee; or
 - E. Change in dependent status (for example, children who attain a certain age under the policy, finish school, marry, etc.);shall be eligible to elect continuation coverage under the group health insurance policy offered to employees, at group rates which represent 102% of the premium cost. Where group coverage terminates by reason of divorce, separation or change in dependent status, the employee, spouse and/or dependent must give notice of such event, in writing to the BOARD, within 60 days of such event. If elected, continuation coverage shall be available at the cost of the employee or dependent(s), for 18 months if coverage is terminated by reason of a termination, layoff or reduction in hours, and 36 months for the other above-stated reasons.
- 5.04 Continuation coverage elected pursuant to 5.03 above shall terminate if any of the following events occur:
 - A. Premiums are not paid when due;
 - B. The person(s) continuing coverage become eligible for Medicare, or covered by another group health insurance policy;
 - C. The BOARD no longer offers group health insurance coverage to its employees.
- 5.05 The provisions of §§ 5.03 and 5.04 are to be interpreted and administered in full accord with the Consolidated Omnibus Budget Reconciliation Act of 1986 (P.L. 99-272) as such Act amended the Public Health Service Act.

ARTICLE SIX – HOURS OF WORK AND OVERTIME

- 6.01 The EMPLOYER will pay for overtime worked at the rate of time and one-half for all hours over eight (8) worked on any one day, or for all hours over forty (40) worked in any week. The normal hours of the first shift shall be set between the hours of 7:00 a.m. and 3:30 p.m. The normal hours of the second shift shall be set between 11:00 a.m. and 10:00 p.m. The normal hours of the third shift shall be set between 10:00 p.m. and 8:00 a.m.
- 6.02 The normal schedule of hours for regular full-time employees shall consist of eight (8) consecutive hours of work, five (5) consecutive days per week.
- 6.03 Saturday and Sunday Work
- A. Employees not regularly scheduled to work on Saturday who are called in to work shall be guaranteed a minimum of three (3) hours' work and shall be compensated at the rate of time and one-half their regular rate of pay for all such hours worked on Saturday. For purposes of this section in calculating the hours worked by the employee called in, time in transit, to and from home to the sites of the work, shall be allowed.
 - B. Employees not regularly scheduled to work on Sunday who are called in to work shall be guaranteed a minimum of three (3) hours' work and shall be compensated at the rate of double their regular rate of pay for all such hours worked on Sunday. For purposes of this section in calculating the hours worked by the employee called in, time in transit, to and from home to the sites of the work, shall be allowed.
 - C. Employees who accept work assignments on Saturday or Sunday who voluntarily choose not to work the minimum number of guaranteed hours shall be compensated only for actual hours worked.
- 6.04 There shall be no pyramiding or duplication of overtime pay. Where two overtime or premium rates are applicable, only one, the higher, shall be paid.
- 6.05 Employees who are called back to work after completing their regular work day, where there is an interval of time between the end of the regular working day and the start of the evening work, will be paid at the applicable rate with a minimum of three (3) hours of work guaranteed. If an employee who accepts such an assignment chooses not to work three (3) hours, he/she shall be paid only for his/her actual hours worked. For purposes of this section in calculating the hours worked by the employee called in, time in transit, to and from home to the sites of the work, shall be allowed.
- 6.06 In the event the EMPLOYER contemplates the establishment of a second or third shift on a regular basis, prior to establishing such second or third shift, the EMPLOYER will advise the UNION of such intention and provide thirty (30) days notice to the affected employee(s).
- 6.07 Employees who are called out to work because of an emergency will be given the option of an eight hour break prior to the start of their next work shift.

ARTICLE SEVEN – DISCRIMINATION AND COERCION

- 7.01 There shall be no discrimination or intimidation by the EMPLOYER or the UNION against any employee as a result of or because of such employee's race, color, creed, sex, national origin, handicap or disability or membership in or non-membership in the UNION and/or any of its affiliated local unions.
- 7.02 The EMPLOYER and the UNION and its affiliated local unions pledge to provide employment opportunities and advancement for employees without regard to the race, color, creed, sex or national origin of the individuals; provided, however, where there is a disproportionate number or percentage of individuals of any particular race or color in any particular job classification, unit, or position, individuals may be selected to fill openings in such positions, classifications or unit with consideration given to their race or color, if such will improve the racial balance in the job classification, unit or position in accordance with the policy of the Board.
- 7.03 The parties recognize that the EMPLOYER during the term of this AGREEMENT is under the obligation, pursuant to the decisions and orders of the federal courts, to improve the racial balance of its staff, including the staff in the bargaining unit represented by the UNION. Accordingly, in keeping with the pledge set forth in 7.02, the UNION agrees that if, during the terms of this AGREEMENT, the objectives of the EMPLOYER cannot be met utilizing the provisions of Article 9 of this AGREEMENT as regards hiring and promotion, such provisions may be bypassed by the EMPLOYER; provided, however, in the event the EMPLOYER desires to bypass such provisions to permit the hiring or promotion of any individual, prior to doing so the EMPLOYER will notify the UNION of such and provide the representative of the UNION with an opportunity to discuss the matter, should the representatives of the UNION desire to do so.

ARTICLE EIGHT – WORKING CONDITIONS

- 8.01 All work rules established by the EMPLOYER shall be in writing and shall be communicated to the employees and to the UNION. Such work rules shall include rules regarding supervision, workload, work schedules, work assignments, etc. Such rules will not conflict with any provisions of this AGREEMENT.
- 8.02 Employees will be required to keep accurate time records and may be required to use a time clock system (traditional or biometric) to record their hours.
- 8.03 The employees shall be responsible to and receive assignments from their immediate supervisors to the exclusion of any other person, unless their immediate supervisor is absent.
- 8.04 The EMPLOYER agrees to provide work gloves for employees performing the work of welding and bricklaying. After the original issue of a pair of work gloves to an employee, the employee must turn in the old pair of gloves prior to the issuance of a new pair.

8.05 The EMPLOYER will not require any employee covered by this AGREEMENT to report to any building or job site where clear and present danger exists.

8.06 Safety Committee

There shall be established a safety committee, one (1) member per side. The UNION shall select the bargaining member and the management shall select the administrator.

8.07 Calamity Days

Employees of Dayton Building and Construction Trades, AFL-CIO shall be paid for all regular hours of work lost when the building in which they are employed is closed by the order of the Superintendent due to an epidemic or other public calamity. Days not worked, but for which pay is granted shall be limited to five (5) days in any school year unless the State Legislature otherwise passes laws sufficient to reduce the number of required school days in the school calendar. Examples of a public situation as determined by the Superintendent. A public calamity does not include any school or building closed due to a) fire, b) power supply interruption or reduction, or c) lack of fuel or reduction of fuel.

Any such employees required by the Employer to work during the time that the school or building in which they are employed is closed by order of the Superintendent, due to an epidemic or other public calamity as described above shall be compensated at their regular hourly rate for the day, as if worked, and straight time hourly rate for all hours actually worked during such epidemic or public calamity in such building. Those employees required to work and working on days in excess of five (5) days, shall be paid at their normal hourly rate or pay for such hours worked. It is understood that the Employer shall have the right to determine whether or not an employee shall be required to work during such emergencies in such building.

ARTICLE NINE – SENIORITY, PROMOTIONS AND SEPARATIONS

9.01 Seniority

- A. "District seniority" shall be defined as the length of employment by an employee with the EMPLOYER as computed from the employee's date of hire.
- B. "Job classification seniority" shall be defined as the length of employment by an employee in a particular job classification. For purposes of job classification seniority, the job classifications listed in Addendum No.1, "Rates of Pay and Job Classifications" shall be the job classifications.
- C. Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees subject to the terms of this AGREEMENT. Only regular full-time employees shall accumulate seniority.
- D. There shall be a probationary period of ninety (90) days to allow the EMPLOYER to determine the fitness and adaptability of any journeyman it

may hire to do the work required, during which time such employee shall have no seniority rights, nor will his/her qualifications to do the work required or his/her discharge or layoff be a subject of dispute or grievance between the parties under the terms of this AGREEMENT. Employees retained beyond this ninety (90) day period shall have their district seniority computed as of their day of hire.

- E. Except during a period when employees in the particular job classification are on layoff, permanent job openings in all job classifications will be posted for five (5) work days on the bulletin board in each school. A copy of such posting will be mailed to the UNION. Each job posting shall indicate the positions open and the dates of posting.
- 9.02 Whenever a journeyman is assigned to perform work, and it is determined by the EMPLOYER that such journeyman will need assistance, the EMPLOYER agrees to assign an employee who is in training for such journeyman status to assist such journeyman, if available. .
- 9.03 All reductions, suspensions, removals and demotions shall be made in accordance with the rules and regulations of the Civil Service Commission of the City of Dayton, Ohio, which are specifically applicable to the Board of Education of the Dayton City School District.
- 9.04 The EMPLOYER shall provide the UNION with a seniority list on which is listed the name of each employee and each employee's job classification seniority date and district seniority date. Unless written objections are filed with the EMPLOYER within thirty (30) days after this list is received by the UNION, this list shall be deemed to be correct. Written objections which are filed may be processed pursuant to the Grievance Procedure set forth in this AGREEMENT.
- 9.05 Nothing in this AGREEMENT shall prohibit or restrict the EMPLOYER from employing substitute employees or student trainees as business needs dictate, so long as the basic intent of this entire AGREEMENT is not avoided. It is understood and agreed that substitute employees shall be used only during periods of sickness or disability of a full-time employee and shall not be employed longer than ninety (90) days, nor shall successive appointments of substitute employees be permitted, nor shall substitute employees or student trainees be employed under circumstances that would cause a reduction of hours for any regular, full-time employee, or when a regular, full-time employee is laid off.

Where current students of Dayton Public Schools are employed or participate in internship or pre-apprentice programs, the Board will ensure appropriate student participation, background, and knowledge as well as provide appropriate waivers and other protections for employees working with those students. For their part, employees must commit to work with students, give them skill-appropriate assignments, and understand and work towards the District's goal of providing students with job-ready skills.

- 9.06 In accordance with the established past practice of the EMPLOYER, the work jurisdiction of the UNION shall be recognized to the fullest extent possible and practicable. It is recognized that on occasion non-skilled employees have been used in the past to perform work which may arguably be within the scope of the craft union(s) involved, and to such extent such work may be continued. However, it is the intent and desire of these parties to keep such work at the minimum.
- 9.07 Recognizing the need to employ competent and skilled craftsmen for the performance of the EMPLOYER's business, the parties hereby establish the following procedures for the employment and advancement of craftsmen:
- A. New employees shall be hired in the classification of: Journeyman.
 - B. In the event that a new employee is to be hired in the Journeyman classification, the opportunity shall be given to the respective craft unions involved to provide a list or lists of qualified and available candidates for employment.
 - C. In the event an examination is to be given by the Dayton Civil Service Commission to fill a vacancy for the EMPLOYER, a copy of the notification of the date, time and place of such examination will be sent to the UNION.
- 9.08 The parties agree to implement the provisions of Article 7 of this AGREEMENT to the extent permitted by law.

ARTICLE TEN – HOLIDAYS

- 10.01 The holidays in effect during the term of this AGREEMENT shall be:
- | | | |
|------------------------|------------------|---------------------------|
| New Year's Eve | Memorial Day | Friday after Thanksgiving |
| New Year's Day | Independence Day | Christmas Eve |
| Martin Luther King Day | Labor Day | Christmas Day |
| Good Friday | Thanksgiving Day | |
- One (1) additional floating holiday to be selected by the employee but subject to approval of the EMPLOYER.
- 10.02 If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. In the event that a holiday falls on Sunday, the following Monday shall be observed as the holiday.
- 10.03 Employees on the active working payroll on the date of a holiday who are not scheduled to work on a designated holiday shall be paid holiday pay computed at the number of hours they are regularly assigned to work, not to exceed eight (8) hours, at their applicable regular rate of pay. Employees who work on a designated holiday shall be paid their holiday pay, plus double time for all hours worked on such holiday. Employees working during the regular school year only, who are not on the active working payroll during the summer break, shall not receive holiday pay for holidays occurring during such summer break.

ARTICLE ELEVEN – VACATIONS

11.01 The vacation allowance for employees working twelve (12) calendar months is as follows:

<u>Calendar Years of Continuous Service</u>	<u>Number of Days Allowed for Vacation Annually</u>
Over nine months but less than one year	1 day per month of employment
One year	12 days
Two years	13 days
Three years	14 days
Four years	15 days
Twelve years or more	20 days

(Based on service rendered during the vacation year which is between July 1st and June 30th.)

- 11.02 During any year in which an employee with less than twelve (12) years of continuous service has one hundred and twenty (120) days of unused sick leave accumulated as of January 1st, such employee shall be entitled to five (5) extra days of vacation.
- 11.03 Employees shall be permitted to take their vacation during the vacation year. The choice of vacation days shall be governed by seniority. The EMPLOYER reserves the right to limit the number of employees who will be permitted to take vacation days off at any given time in order to ensure continued and efficient operation. In cases where a conflict occurs between two (2) or more employees and not all can be accommodated, the employee with the greatest seniority shall have preference.
- 11.04 Employees eligible to take vacation days shall furnish a written signed statement on paper or online forms prescribed by the EMPLOYER at least five (5) working days in advance of the date they desire to take such vacation.
- 11.05 Any absence chargeable against sick leave, one day or more, immediately preceding or following the vacation will require a doctor's statement or certificate.
- 11.06 No vacation allowance may be earned during the period of leave of absence or suspension.
- 11.07 An employee who has worked for the EMPLOYER for at least twelve (12) months and who severs his/her employment with the EMPLOYER shall be paid for the number of earned and unused vacation days.

ARTICLE TWELVE – SICK LEAVE

12.01 Each full-time employee shall receive sick leave credits at the rate of one and one-fourth (1¼) days per month of completed service, i.e., fifteen (15) days for a full years' service.

- 12.02 On July 1st of each year, the unused portion of the annual sick leave shall be placed in reserve, but such reserve shall not exceed two hundred fifty (250) days, which is the maximum which may be used during any one school year.
- 12.03 An employee who has transferred from the service of any public agency in the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave in accordance with applicable law.
- 12.04 Absence from work on non-work days shall not be considered sick leave and shall have no effect on the employee's sick leave credit.
- 12.05 Part-time, hourly or seasonal employees covered by this agreement as outlined in 2.01 shall be entitled to sick leave for time actually worked at the same rate as that granted full-time employees.
- 12.06 An employee eligible for sick leave may be granted such leave with full normal pay when absent from work and entitled to such sick leave pay in accordance with the provisions of Section 3319.141 of the Revised Code of Ohio.
- 12.07 The EMPLOYER shall have the right to require any employee off work due to illness or accident to be examined by a physician designated by the EMPLOYER while absent from work or prior to being permitted to return to work.
- 12.08 The EMPLOYER shall require each employee to furnish a written, signed statement on paper or online forms prescribed by the EMPLOYER to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name of the attending physician and the dates he/she was consulted.
- 12.09 Any employee who is laid off will, upon reinstatement to service, have any unused sick leave existing at the time of his/her layoff placed on his/her credit.
- 12.10 Catastrophic Illness/Injury Leave
- In cases of personal hardship to a bargaining unit employee brought on by catastrophic illness or injury, where the employee has exhausted all accumulated, unused paid leave as a result of the catastrophic illness or injury, the BOARD and the UNION may enter into an agreement pursuant to the following guidelines to assist the affected employee through the donation of accumulated unused sick leave by other bargaining unit employees who volunteer to do so. Any decisions made by the BOARD and the UNION through the Joint Committee established under this section shall be final and the same shall not be subject to the grievance and arbitration procedure.
- A. For purposes of this AGREEMENT, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. The "catastrophic illness or injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight.
- B. A Joint Committee shall be appointed. The Superintendent will appoint three administrators on an annual basis. The UNION will appoint three (3) Union Officers on an annual basis. The Joint Committee will meet to review requests

for additional paid leave under this section. Any decision of the Joint Committee shall be final, and it shall not be the subject of a grievance or arbitration.

- C. Applications for catastrophic illness/injury sick leave donation must be submitted to the Executive Director of Personnel Services. Applications will include, but not be limited to, the following information:
 - 1. The nature of the claimed catastrophic/illness or injury;
 - 2. Physician(s) diagnosis and prognosis of the catastrophic illness or injury;
 - 3. Projected date of return to duty;
 - 4. Explanation of previous leave usage; and
 - 5. Any other pertinent information the applicant can submit to the committee for its consideration.
- D. Upon receipt of the application, the Executive Director of Personnel Services shall notify the Joint Committee. The Joint Committee will meet as soon as practicable after receipt of a request and make a decision regarding the request. In order to approve a request for catastrophic illness/injury sick leave donation, two-thirds (2/3) vote of the entire committee must prevail. The employee will be informed of the committee's decision and the reasons therefore in writing. The decision of the committee shall be final.
- E. A maximum of forty-five (45) days of catastrophic illness or injury leave may be granted to an applicant. The applicant must reapply for any catastrophic illness or injury leave beyond forty-five (45) days. In no event will an employee be granted a total of more than ninety (90) days of catastrophic illness or injury leave.
- F. A Sick Leave Bank shall be established for the Dayton Building and Construction Trades Bargaining Unit. Participation in the Bank shall be voluntary. The Bank shall remain in existence so long as bargaining unit members volunteer to participate and there are hours in the bank.

Participating employees in the bargaining unit may contribute up to ten (10) days each year (July 1st through June 30th). Administrative employees may also contribute up to ten (10) days each year.

The UNION shall have the responsibility for soliciting donations to the Sick Leave Bank from employees in the bargaining unit and administrative employees willing to donate. Donated sick leave will be deducted from a donating employee's (donor's) accrued, unused sick leave and credited to the affected employee's (donee's) account. Human Resources will provide the necessary forms to be used to solicit donations. All completed donation forms will be submitted to the Executive Director of Human Resources for processing.
- G. All information and reports relating to applications submitted under this Regulation will remain confidential.

ARTICLE THIRTEEN – LEAVE OF ABSENCE

- 13.01 Leaves without pay for reasons of personal ill health or disability from performing work due to sickness, illness or accident, pregnancy or childbirth, or for purposes under the Family and Medical Leave Act (FMLA) may be granted upon request for periods not in excess of ninety (90) calendar days after sick leave is expired. Leave for such health reasons may be extended or renewed beyond a total of ninety (90) calendar days, provided the express approval of the EMPLOYER is secured in writing in advance of the date of this expiration of the approved period of such leave of absence. Upon return from any such leave, the employee will be reinstated in his/her old job classification or one of equal grade.

ARTICLE FOURTEEN – FAMILY LEAVE

- 14.01 The Board will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). In complying with FMLA, the EMPLOYER will adhere to the requirements of the collective bargaining AGREEMENT, applicable federal and state laws and regulations. The parties to this contract agree to abide by all terms and conditions of the Family and Medical Leave Act (FMLA) and the Board approved policy regarding FMLA.

ARTICLE FIFTEEN – INJURY LEAVE

- 15.01 In the event of an alleged service-connected occupational illness or injury, an employee may, after filing a claim application for weekly disability benefits with the Industrial Commission of Ohio, elect in writing not to utilize any accumulated sick leave benefits. In addition, such employees may elect to use any portion of his/her sick leave accumulation for as many days per week as he/she so chooses pending receipt of Workers' Compensation benefits. In the event the employee does not make any election hereunder, there will be a charge against the sick leave credits of the affected employee only to the extent necessary to provide the employee with full pay, so that when the employee is receiving Workers' Compensation benefits, he/she will only be charged, on a pro rata basis, the difference in pay between the Workers' Compensation benefits and the employee's regular compensation. This will be accomplished by the employee presenting the check received from the Bureau of Workers' Compensation to the Superintendent's designee.
- 15.02 An employee absent from work because of any service-connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay he/she received immediately prior to the date of such illness or injury, upon approval of his/her application to return to work. Such application will be made within one (1) year following the date of the exhaustion of his/her injury leave and sick leave. This period may be extended with the approval of the EMPLOYER upon the advice of the Dayton Board of Education's physician.
- 15.03 In the event an employee receives a service connected occupational illness or injury in the course of employment with the EMPLOYER, as determined by the Industrial

Commission, leave of absence may be granted by the Superintendent, or his/her designee, for a period of up to ninety (90) calendar days after the exhaustion of accumulated sick leave. In cases of such granted leave of absence, and if compensation payments are being received from the Bureau of Workers' Compensation, the EMPLOYER will supplement such compensation by paying supplemental compensation computed as the difference between compensation received and the employee's regular salary. In the event there is no return to work within said ninety (90) calendar days, the matter shall be referred to the EMPLOYER again for consideration. Leaves granted under this section are to be automatically terminated if the employee accepts or applies for employment with an employer other than the EMPLOYER.

- 15.04 If any other bargaining unit negotiates language providing greater rights with respect to salary continuation and/or transitional duty, the Building trades bargaining unit will be offered the same rights.

ARTICLE SIXTEEN – WORKPLACE INJURY

16.01 **Salary Continuation**

An employee who suffers a compensable workers' compensation injury, including being assaulted by a student, and who is temporarily and totally disabled as a result of the injury may be eligible to receive compensation from the Bureau of Workers' Compensation (BWC).

Salary Continuation is the continuation of full hourly wages and benefits at the onset of a work-related injury, and is designed to cover injured employees who would otherwise receive BWC temporary total payments where it is fiscally responsible for the District by causing the BWC to set a lower claim reserve and hence a lower premium regarding each case.

This section does not affect or replace the employees' need to file claims with the BWC for medical treatment.

16.02 **To be Eligible for Salary Continuation:**

- A. The employee must file a workers compensation claim.
- B. The employee must be employed by and/or be on contract with the District and be receiving wages from the District to remain eligible for Salary Continuation, the employee must remain eligible to receive wages and/or be on contract. For example, no contract employee or other employee not required to work, such as during Summer and Intercession breaks, shall receive Salary Continuation during the time that they are not ordinarily required to work.
- C. The employee must sign a Salary Continuation reimbursement agreement.
- D. The employee must cooperate at all times in meeting with and in responding to information requests of the Managed Care Organization (MCO), BWC, the Risk Manager, and health providers.

16.03 Administration of Salary Continuation:

The Human Resources Department (HR) will oversee and implement Salary Continuation, and shall ensure the following:

- A. The date of injury must occur in a year in which the District's merit rating or retrospective premiums will be impacted. If a workers date of injury makes him/her ineligible for Salary Continuation, then in that case, the employee may use accumulated sick leave, as provided in other provisions. If the employee assigns their BWC check for the payment of temporary total disability to the District, then the Treasurer will recredit sick leave in the amount of the BWC check.
- B. Continuation of Pay payments are computed on the basis of the employees' base rate of pay and normally scheduled hours, not to exceed forty (40) hours per week. Part-time employees will have payment pro-rated.
- C. To allow for tracking of wages paid as a COP, the Continuation of Pay must be recorded using the appropriate payroll codes which the Treasurer shall provide for salaried and hourly employees. Payroll clerks shall properly code COP when paid.
- D. The injured employee will receive a full check at the next scheduled time after the illness or injury occurs. The payment of Salary Continuation shall not be contingent upon or wait for a BWC determination to be made. Failure to issue a full check shall cause the Board to forfeit Salary Continuation rights on the claim and temporary total compensation from the BWC will begin.
- E. Within seven (7) days of filing of a claim, HR shall advise the BWC and the employee whether the Board will pay Salary Continuation. HR will further submit to the BWC the relevant salary history and the amount of the employee's Salary Continuation payment.
- F. HR shall notify the BWC when the payment of Salary Continuation is discontinued and/or when the injured employee returns to work.
- G. Payments are made only for periods the employee would have been eligible for temporary total workers' compensation benefits for injuries and will be terminated upon return to work; when the Bureau of Workers' Compensation or the Industrial Commission has determined the employee has reached maximum medical improvement, when an offer of transitional duty has been made by the District and declined by the employee, or, when twelve (12) calendar weeks of Salary Continuation have been paid, whichever occurs first. If the employee has not returned to work within the twelve (12) calendar week period and has not reached maximum medical improvement, he/she may then receive benefits from the BWC or use any available sick leave, but the employer will not be required to buy back any sick leave used.
- H. Time authorized under Salary Continuation is an FMLA qualifying event.

16.04 Employee Rights

- 16.04.1 An employee continues to accrue sick leave while on Continuation of Pay if they would have otherwise accrued such leaves.
- 16.04.2 Time authorized under Continuation of Pay is considered time worked for employees still in their probationary period, if any.
- 16.05.3 An injured employee receiving Salary Continuation cannot concurrently receive, for the same period of time, any other District compensation (e.g. sick leave, supplemental contract pay, etc.) or temporary total compensation payments from the State of Ohio Bureau of Workers' Compensation.
- 16.04.4 A return to work does not eliminate eligibility for the balance of Salary Continuation in the future if a medically documented flare up occurs as determined by the Bureau of Workers' Compensation or the Industrial Commission for this claim.
- 16.04.5 Salary Continuation may be paid for medical appointments documented under an approved transitional duty program and approved by the Risk Manager. (See Transitional Duty). This policy supersedes any prior practice of sick leave buyback, except as noted below, and Salary Continuation shall not be charged to sick leave.

ARTICLE SEVENTEEN – TRANSITIONAL DUTY

17.01 Transitional Duty

Transitional Duty is designed to allow an employee to safely return to work with temporary physical limitations and restrictions which may prevent the employee from performing all of his or her assigned duties.

Transitional Duty applies only to work-related workers' compensation injuries or illnesses and is not to be considered as an official position or job. Transitional Duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her existing job classification and seniority.

Transitional Duty is applicable only when it is deemed medically reasonable that a full recovery is expected to occur within twelve (12) weeks. Transitional Duty, therefore, shall last no more than twelve (12) weeks with a full return to work by the end of twelve (12) weeks. Transitional Duty is not available if the employee has reached maximum medical improvement as determined by the Bureau of Workers' Compensation.

- 17.02 To be eligible for Transitional Duty, an employee must complete all related injury investigation forms, First Report of Injury (FROI) form, medical releases, and any other documents required by the physician, the Managed Care Organization (MCO), the employer, and the Third-Party Administrator.
- 17.03 Transitional Duty is implemented upon the availability of Transitional Duty by the employer. Full regular wages are paid during Transitional Duty.

The Treasurer shall use a payroll code for salaried and another code for hourly employees working in Transitional Duty to allow for proper tracking of Transitional Duty.

- 17.04 Transitional Duty can be less than full time with Salary Continuation paid, if eligible, for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentations. For example, an employee normally scheduled for eight (8) hours per day is released to return to work four (4) hours and attends physical therapy the remaining four (4) hours. In this situation, he will work four (4) hours and receive his regular wages and then receive four (4) hours of Salary Continuation upon submission of supporting medical documentation of the time spent in therapy.

17.05 Coordination of Transitional Duty

Transitional Duty is applicable to compensable injuries as determined by the Bureau of Workers' Compensation whether lost time or medical only. Once an employee returns to work under the Transitional Duty program, Salary Continuation is payable in medical-only claim. For example, if an employee is off four days and returns to work under an approved Transitional Duty program, the four days will not be considered Salary Continuation. If, however, the employee returns to work under Transitional Duty and must then be excused for physical therapy or doctor visits in order to continue Transitional Duty and recover from a work-related injury, Salary Continuation is payable while the employee is off the work site. The employee shall provide to his or her supervisor appropriate medical documentation supporting attendance. Appropriate medical documentation should include the date, time in and time out, and the medical provider's signature.

17.06 Use of Salary Continuation

Salary Continuation is not payable for medical appointments once the employee is released to full duty, has exhausted all available Salary Continuation.

An employee on Transitional Duty who has exhausted all available Salary Continuation, may elect to use available paid leave or leave without pay if they are still unable to return to work.

17.07 Transitional Duty and Outside Job

An employee cannot work a second job within or outside of the District and work Transitional Duty unless approved by the Risk Manager.

The goal of Transitional Duty is to return the employee to his regular job and department, but other work within the department would be appropriate if the employee is unable to do any part of his regular job. Work outside of his immediate department can be considered if work is not available within his department.

17.08 Refusal of Transitional Duty

- 17.08.1 If an employee is offered Transitional Duty and refuses a Transitional Duty offer within his or her medical limitations, the employee is not eligible for Salary Continuation. The employee will not be eligible for temporary total

benefits from the Ohio Bureau of Workers' Compensation when a valid Transitional Duty offer has been made and declined. The District will notify the Ohio Bureau of Workers' Compensation of any refusal to accept a Transitional Duty offer that is within the medical limitations.

- 17.08.2 An employee may elect to use sick leave, if the employee refuses Transitional Duty, but no buy-back of the leave taken shall occur. All leave taken for a work-related injury should be reviewed for FMLA qualification.

A Transitional Duty offer made to an employee refusing to return to work must be reduced to writing and sent by certified mail or hand delivered to the employee. If hand delivering the offer, be sure to obtain the injured workers signature and date received on the employees copy.

Time spent in Transitional Duty is considered time worked for employees still in their probationary period.

17.09 Maintaining Transitional Duty

To remain eligible for Transitional Pay, the Employee must cooperate with, meet when reasonably requested, and respond to information requests from the Managed Care Organization (MCO), Third-Party Administrator (TPA), Risk Manager, health providers, and his/her supervisor.

ARTICLE EIGHTEEN – FUNERAL LEAVE

18.01 Immediate Family

Three (3) days' absence without loss of pay will be allowed when a death occurs in the immediate family; i.e., husband, wife, father, mother, sister, brother, child, father-in-law, mother-in-law, grandparent, grandchild or blood relative.

18.02 Remote Relative

One (1) day's absence without loss of pay will be allowed when the death is that of a more remote relative; i.e., sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or first cousin.

18.03 Travel

If the death of a member of the immediate family or other relative occurs at a distance greater than 150 AAA miles from Dayton (one way), the employee will be allowed an additional absence of one (1) work day, or if the distance is greater than 300 AAA miles one way from Dayton, the employee will be allowed an additional absence of up to two (2) work days, not chargeable against sick leave, for travel time.

ARTICLE NINETEEN – PERSONAL/EMERGENCY LEAVE

- 19.01 Subject to the conditions set forth herein, all regular non-teaching, non-certificated classified employees shall be eligible to receive up to four (4) days of personal/

emergency leave each school year, such personal/emergency leave to be compensated at the employee's regular hourly rate of base compensation for each regular work hour off work on approved personal/emergency leave. Such payment shall be exclusive of any applicable premium pay overtime payments.

19.02 No Charge Against Accrued Sick Leave Credit

- A. The personal/emergency leave days granted under the provisions above shall be in addition to any earned sick leave benefits to which an employee may be entitled and shall not be charged against any sick leave accumulation which may have accrued.
- B. Any unused personal/emergency leave day shall not be carried as an accumulation beyond the school year in which earned.

19.03 Application for Personal Leave

Except in a case of an emergency which prevents the employee from securing advance approval, or in the case of severe snow storms delaying arrival at work, employees desiring to take personal leave must submit an application for such leave, at least two (2) work days in advance of the day desired off, to the Superintendent's designee. Such an application should be submitted through the employee's immediate supervisor, and such supervisor should indicate on the application his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one-half or one day segments.

19.04 Restrictions on Use of Personal Leave

Except for emergency absence, as defined in Section 19.06, personal leave may not be taken:

- A. On the last work day before or the first work day after any holiday or professional day.
- B. On the last work day before or the first work day after any approved vacation.

19.05 Authority of the Superintendent's Designee

- A. In determining whether or not to approve any application for personal leave, the Superintendent's designee shall consider the recommendation of the employee's immediate supervisor, which recommendation shall be based on the effect the absence of the employee will have on the efficient operation of the work regularly performed by the employee.
- B. In the event two or more employees in any unit, school, or department request personal leave on the same day and, in the judgment of the Superintendent's designee, not all can be accommodated, the employee(s) with the greatest length of service with the District shall be given preference.

19.06 Examples of emergency absences are as follows:

- A. Accidents in the immediate family, i.e., father, mother, husband, wife or child.
- B. Required court appearances as a litigant or a witness in response to a subpoena.

- C. Disaster affecting employee's own family or family property. For purposes of this provision, the term "family" is limited to the employee, employee's spouse, children, father or mother. For purposes of this provision, a "disaster" shall be defined as "a sudden, unexpected and unanticipated calamitous event which produces great material damage, loss and distress. Examples of a calamity include but are not limited to: a flood causing damage to the residence of the employee, a fire in the residence of the employee, a tornado causing damage to the residence of the employee.

ARTICLE TWENTY – LEGAL PROCESS ABSENCE

20.01 Absence in Response to Subpoena

- A. Employee Not a Party to Court Case or Administrative Hearing.
 - 1. Statement must be signed by the employee and filed with the Treasurer stating that either:
 - (a) No compensation was received as a result of the court appearance; or
 - (b) Compensation was received in the amount shown.
 - 2. The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena, shall be remitted to the office of the Treasurer before the end of the current pay period. Adherence to this regulation will result in no loss of salary.

20.02 Absence in Response to Jury Summons

- A. There shall be no loss in salary if:
 - 1. The employee signs a statement and files same with the Treasurer immediately upon return from jury duty stating that compensation was received in the amount shown; and
 - 2. The employee remits the compensation received to the office of the Treasurer before the end of the current pay period.

20.03 Absence When Litigant or Party to Court Action

- A. In the event of absence from duty for any court hearing or administrative hearing in which the employee is a party, the employee may apply for approval of Personal/Emergency Leave outlined in Article 19.

ARTICLE TWENTY-ONE – GRIEVANCE PROCEDURE

- 21.01 A "grievance" is defined as any question or controversy between any employee or the UNION with the EMPLOYER involving the interpretation or application of any of the provisions of this AGREEMENT. Any matter which is subject to review by any administrative agency or court may not be made the subject of a grievance.

21.02 All employees should make every effort to settle differences or disputes without filing a grievance. In the event an agreement cannot be reached, the following steps should be taken with respect to any grievance:

The Union shall provide the Employer with any and all documents it intends to present in support of the grievance at least one day prior to the hearing. Failure to receive the hearing documents in a timely manner or the omission of a document may be reasonable grounds for a continuance.

Step 1

The aggrieved employee must present his/her grievance in writing to the Superintendent's designee, who will answer the grievance in writing within five (5) work days after receipt. This presentation to the Superintendent's designee must take place within five (5) work days after the cause for the grievance arose.

Step 2

If unresolved at Step 1, the grievance must be referred in writing to the Superintendent's designee, within five (5) work days after receipt of the Step 1 answer. The Superintendent's designee or his/her designated representative shall reply in writing within five (5) work days after receipt of the Step 2 appeal.

If the employee is not satisfied with the written answer of the Superintendent's designee, the employee shall refer his/her grievance to Step 3 of the grievance procedure. If the grievance is not referred to the third step within five (5) work days of receipt of reply from the Superintendent's designee, it shall be considered to be satisfactorily resolved and not subject to further appeal.

Step 3

If unresolved at Step 2, the grievance must be submitted in writing to the Superintendent of Schools or their designee who shall hold a hearing to investigate the matter. The Superintendent of Schools or their designee will reply in writing within seven (7) work days after the date of the hearing. This written submission to the Superintendent of Schools or their designee must occur within five (5) work days after the Step 2 answer is given. If the grievance is not resolved at this step, the UNION shall have the right to use the mediation or arbitration procedure as provided herein.

21.03 Mediation

Any grievance that remains unresolved after Step 3 may be submitted to grievance mediation by either party. If a grievance proceeds to mediation, the procedures set forth in Step 5 shall be stayed until the mediation process is completed.

The parties agree to use a Mediator from the Federal Mediation and Conciliation Services or the State Employment Relations Board. The Mediator may not serve as an arbitrator for the same issue for which he or she is the Mediator.

The grievant shall have the right to be present at the mediation conference. The Board of Education and the Union may each have no more than three (3) additional

representatives as participants in the mediation effort. Persons representing the parties shall be vested with full authority to resolve the issues being considered.

Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the Mediator unless mutually agreed to by the parties and the Mediator. In the event that a grievance which has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held.

If a settlement is not reached, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the Collective Bargaining Agreement shall commence on the day of the mediation conference.

The dates, times and places of mediation conferences will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation conferences. Fees and expenses for grievance mediation shall be shared equally by the parties.

21.03 Arbitration

- A. Arbitration must be requested in writing within five (5) days after the written answer was given by the Superintendent of Schools under Step 3 of the grievance procedure set forth above or within fourteen (14) days of the termination of the mediation conference if the parties had mutually agreed to mediation, otherwise, the matter shall be considered resolved on the basis of the last answer given and not subject to arbitration.
- B. Within five (5) work days after timely notice requesting arbitration has been served, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties immediately and jointly shall request the American Arbitration Association to submit the names of a panel of arbitrators from which the EMPLOYER and the UNION shall select an arbitrator in accordance with the rules of the American Arbitration Association.
- C. The decision of the arbitrator shall be final and binding upon the parties on all grievances concerning the interpretation and application of the provisions of this AGREEMENT, provided such decision is not contrary to law. The parties hereto shall equally share the expenses and fees of the arbitrator.
- D. The arbitrator shall not have the power to add to, subtract from, or modify this AGREEMENT. Only grievances between the parties as to the interpretation and application of the provisions of this AGREEMENT shall be subject to arbitration, as herein provided. Discharge or discipline matters which are appealable to either the Civil Service Commission of the City of Dayton or the Director of State Personnel shall not be subject to the grievance and arbitration provisions of this AGREEMENT.

ARTICLE TWENTY-TWO – NO STRIKE - NO LOCKOUT

- 22.01 It is agreed that during the life of this AGREEMENT there shall be no lockout on the part of the EMPLOYER nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the UNION.
- 22.02 The UNION agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the life of this AGREEMENT.
- 22.03 Any unauthorized strike, stoppage, slowdown or other interruption of work during the life of this AGREEMENT shall constitute cause for discharge or other disciplinary measures of the employee or employees who participate therein or are responsible therefore.
- 22.04 In the event the employees of the EMPLOYER in any employee unit represented by any labor organization, professional association, or by the UNION engage in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees in the employee unit covered by this AGREEMENT shall continue to work during any such activity as a condition of continued employment, without exception, upon request of the EMPLOYER.

ARTICLE TWENTY-THREE – MANAGEMENT RIGHTS

- 23.01 The management of the EMPLOYER and the direction of the employees of the EMPLOYER, including but not limited to the right to hire, require pre-employment physical examinations, transfer, assign and/or change work assignments, promote, suspend for just cause, discipline for just cause, discharge for just cause, relieve employees due to lack of work, maintain discipline and efficiency of all employees, establish manning requirements, establish safety rules and regulations, establish work schedules, establish overtime opportunities and to direct the work force are exclusive rights of the EMPLOYER, except as limited by specific terms of this AGREEMENT.
- 23.02 The exercise of all functions of government granted to the EMPLOYER by the Constitution of the State of Ohio and the statutes of the State of Ohio and the determination of what services are to be performed or to be discontinued, and the size and composition of the work force shall be the exclusive rights and responsibilities of the EMPLOYER.
- 23.03 The use of outside contractors in the performance of work which has been or could be performed by employees shall be at the discretion of the EMPLOYER, provided such action does not result in the reduction of the normal schedule of hours as defined in Article 6.02.
- 23.04 The EMPLOYER retains all of its rights, except to the extent this AGREEMENT expressly provides to the contrary.

ARTICLE TWENTY-FOUR – LABOR-MANAGEMENT COMMITTEE

- 24.01 In the interest of sound employee relations, a joint committee of not more than eight (8), half of whom shall be designated by the EMPLOYER and half of whom shall be designated by the UNION, will convene from time to time for the purpose of discussing subjects of mutual concern not in the formal grievance procedure. Such meetings shall not exceed one (1) each sixty (60) days and shall be held as soon as possible after a request for such a meeting is made by either party. It shall be the express purpose of this joint committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. A UNION representative and an EMPLOYER representative shall alternately chair the meetings and prepare the agenda therefore; provided, however, the representative of the party not chairing the meeting shall have the right to place items on the agenda by submitting such to the representative of the party preparing the agenda at least seven (7) days before the scheduled meeting. Such agenda shall be furnished to all members of the committee at least five (5) work days before the scheduled meeting. The participants on this committee shall be limited to employees of the EMPLOYER, official representatives of the UNION and the attorney for the UNION; and management of the EMPLOYEE and the attorney for the EMPLOYER.
- 24.02 Nothing in Section 24.01 shall prohibit the parties from mutually agreeing to special meetings of the Labor-Management Committee.

ARTICLE TWENTY-FIVE – TRAVEL ALLOWANCE

- 25.01 If any employee is required by the EMPLOYER to use his/her personal vehicle to travel during his/her regular work day from one work site to any other work sites, such employee shall receive the amount allowed per mile by Internal Revenue Service regulations for each mile traveled, as approved by the EMPLOYER, after leaving the appointed place to commence work through to the conclusion of the work day at the location such work day is concluded.
- 25.02 As a condition of receiving such allowance, the employee shall be required to accurately report all miles traveled indicating actual speedometer readings and locations traveled from and to on forms prescribed by the EMPLOYER.

ARTICLE TWENTY-SIX – SEVERANCE ALLOWANCE

- 26.01 Pursuant to Section 124.39 of the Revised Code of Ohio, the following policy shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement of an employee.
- 26.02 Employees Eligible for Conversion
- "Employee" as used in this Article is defined as any employee in the unit represented by the UNION who:
- A. Has been employed by the Dayton Board of Education continuously for a period of at least five (5) years prior to the date of retirement;

- B. Accrues sick leave pursuant to the provisions of the Revised Code of Ohio; and
- C. Is eligible to receive a retirement pension benefit as a result of employment by the Dayton Board of Education pursuant to the provisions of the Revised Code of Ohio; and
- D. Retires from the employ of the Dayton Board of Education after the effective date of this AGREEMENT.

26.03 Conversion Factor

For all employees who have worked at least five (5) consecutive years in the District, all sick leave accumulated by the employee up to a maximum of one hundred eighty (180) days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave.

26.04 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.

26.05 The Treasurer is directed to advise all employees who have retired after the effective date of this AGREEMENT and to establish procedures for the processing of applications.

ARTICLE TWENTY-SEVEN – SERS PICKUP

Effective December 31, 1984, or thereafter when legally permissible, the EMPLOYER shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked up" by the EMPLOYER as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee income reported by the EMPLOYER as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked up" by the EMPLOYER shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick up", nor is the EMPLOYER's total contributions to the State Employees Retirement System increased thereby.

ARTICLE TWENTY-EIGHT – FOREMAN CLASSIFICATION

28.01 The EMPLOYER and the UNION agree that during the term of this AGREEMENT there shall be a working foreman classification and position for each trade. In consideration of this guarantee, and as part of the restructuring of the Maintenance Department, the EMPLOYER shall have the right to vacate all working foremen positions, post said positions, and select qualified journeymen which it deems fit to fill those positions. Employees currently in the working foreman classification and

who are not selected by the EMPLOYER to be a working foreman will be guaranteed a position as a journeyman and pay at the working foreman rate for a period of one year from the effective date of this AGREEMENT. The EMPLOYER will have the right to assign foremen to shifts regardless of seniority.

- 28.02 In the event of absence, the foreman will designate, subject to approval of the Facilities Manager or his/her designee, a full-time permanent journeyman from his trade area to act as foreman in his stead. The acting foreman will be paid at the foreman's wage rate, as outlined in Addendum No. 1 attached hereto, during the foreman's absence of four (4) hours or more.
- 28.03 For purposes of this article, the trades will be allied/combined as follows to result in a total of six foremen:
1. Painter, plasterer, and glazier
 2. Plumber, HVAC, and drain cleaning specialist
 3. Carpenter and flooring
 4. Electrician
 5. Electronic equipment specialist
 6. Roofer, sheet metal worker, and brick mason

ARTICLE TWENTY-NINE – SHORT TERM JOURNEYMEN

- 29.01 If, during the term of this AGREEMENT, the EMPLOYER hires journeymen on a short-term basis, the terms and conditions of employment will be regulated by the current collective bargaining AGREEMENT.
- 29.02 Journeymen hired on a short-term basis shall be selected to the extent permitted by law from the Building Trades Council referrals.
- 29.03 Short-term journeymen passing the Civil Service examination will be eligible for appointment to regular journeyman positions in accordance with Civil Service law, rules and regulations.
- 29.04 Short-term journeymen are not entitled to be employed in positions beyond one hundred eighty (180) days. Short-term journeyman separated from service with the EMPLOYER upon completing one hundred eighty (180) days of continuous employment, will not be re-hired in the position of short-term journeyman until they have completed a minimum thirty (30) day break in service with the EMPLOYER.
- 29.05 All layoffs will be at the end of the pay period (i.e., Friday) with termination slip reflecting "Reduction in Work Force".
- 29.06 No short-term employee shall be foreman or acting foreman.
- 29.07 If a second or third shift is in place, all short-term employees shall be assigned to work second or third shift unless otherwise agreed to by the UNION and the EMPLOYER.

- 29.08 All short-term employees shall receive all benefits per the AGREEMENT after sixty (60) work days of continuous employment.
- 29.09 The EMPLOYER shall not use short-term journeymen positions to replace regular full-time employees or their equivalent.

ARTICLE THIRTY – DRUG TESTING

The parties recognize that no employee can be permitted to use, possess, sell or be under the influence of drugs or alcohol while working. In the event any representative of the EMPLOYER believes an employee is under the influence of drugs or alcohol, such employee may immediately be removed from service (conditional suspension) and required to submit to a sobriety or drug test, or resign. Failure to pass a sobriety or drug test subjects an employee to disciplinary action, up to and including discharge. Any employee who passes the sobriety or drug test shall be reinstated without loss of pay.

ARTICLE THIRTY-ONE – ESTABLISHMENT OF SECOND AND/OR THIRD SHIFT

- 31.01 Pursuant to Article 6.06 of the Collective Bargaining AGREEMENT, the EMPLOYER may establish a regular second shift with normal hours set between 11:00 a.m. and 12:00 midnight, and/or a regular third shift with normal hours set between 10:00 p.m. and 8:00 a.m.
- 31.02 Regular full-time employees on the second or third shift shall work seven and one-half (7½) hours and be paid for eight hours of work. The normal schedule of hours shall be eight consecutive hours, which includes a dinner or lunch break of one-half hour.
- 31.03 The shift differential for employees working the second or third shift shall be as follows:

	<u>2006</u>	<u>2007</u>
Second Shift	\$0.35/hour	\$0.40/hour
Third Shift	\$0.40/hour	\$0.45/hour

- 31.04 Employees assigned to the second or third shift may be scheduled, where practicable, to work during regular first shift daytime hours when the school where the work is being performed is not in session. When such scheduling occurs, they will continue to receive the second or third shift differential, as applicable, but their schedule shall be for the same hours as the first shift, i.e., eight hours of work plus one half hour, unpaid lunch.
- 31.05 Pursuant to Article 23.03, the EMPLOYER shall not contract out work which would result in a reduction of normal hours of work as defined in Article 6.02.
- 31.06 For safety purposes, the EMPLOYER will make every effort to assign on the second and/or third shift, no less than two employees per job site, so that no employee will be working alone.

- 31.07 Employees shall be selected for the second and/or third shift on the basis of seniority. The most senior employee will have the first choice as to the shift he desires to work. Should no employee volunteer to work the second and/or third shift, and should the EMPLOYER be required to assign employees, the least senior employees will be assigned first.
- 31.08 Where employees have the same seniority date, the more senior employee shall be determined in accordance with Civil Service Rules.

ARTICLE THIRTY-TWO – DURATION OF AGREEMENT

- 32.01 This AGREEMENT is subject to all existing statutes of the State of Ohio, Civil Service Rules and Regulations, and Board of Education policies, rules and regulations; provided, should any change be made in any statute of the State of Ohio or Civil Service Rule or Regulation which would be applicable and contrary to any provision contained herein, such provision herein contained shall be automatically terminated, and the remainder of this AGREEMENT shall remain in full force and effect; provided, however, such provision shall then be subject to renegotiation by the parties, and in the event such negotiations fail after sixty (60) days of negotiations, the provisions of Article 21 shall not be applicable. If any court of competent jurisdiction determines that any provision in this AGREEMENT is illegal, then such provision shall automatically terminate, and the remainder of this AGREEMENT shall remain in full force and effect.
- 32.02 This AGREEMENT shall be effective as of July 1, 2020 and shall remain in effect through 12:00 midnight, June 30, 2023 and thereafter from year to year, unless written notice of a desire to modify, amend or terminate this AGREEMENT is given by either party not more than ninety (90) and not less than sixty (60) days prior to June 30, 2023 or the expiration of any yearly period thereafter.
- 32.03 All items agreed to and ratified by members SHALL be retroactive to 12:01 a.m. July 1, 2020. This Section shall expire on June 30, 2023
- 32.04 During the first year of the AGREEMENT, the EMPLOYER and the UNION by July 1, 2021 may give written notice to the other that they desire to renegotiate Article 5, Wages and Insurance, for the second year of the AGREEMENT. During the second year of the AGREEMENT, the EMPLOYER and the UNION by July 1, 2022 may give written notice to the other that they desire to renegotiate Article 5, Wages and Insurance, for the third year of the AGREEMENT. If either the EMPLOYER or the UNION gives such notice that they desire to renegotiate the selected Article, that notice and renegotiation shall not terminate the AGREEMENT, and the AGREEMENT shall continue in full force and effect until modified by the renegotiated Articles.

ARTICLE THIRTY-THREE – PERSONNEL FILE RECORDS RETENTION

Materials placed in the personnel files of employees may be removed from the personnel file by mutual agreement of the employee and the Superintendent or his designee. All negative

materials shall be removed from the personnel file after twenty-four (24) months, upon the request of the employee, if there have been no subsequent negative incidents involving the employee.

ARTICLE THIRTY-FOUR – TRAINING, LICENSURE, AND CERTIFICATION

The EMPLOYER shall be responsible for all fees associated with an employee's training, licensure, and/or certifications when the same are required by the EMPLOYER. Travel required for training, licensure and/or certification shall be in accordance with the EMPLOYER'S travel policies and procedures.

ARTICLE THIRTY-FIVE – CONVENTION LEAVE

36.01 The EMPLOYER agrees to grant, upon the request of the UNION, a paid convention leave of absence for the purpose of attending UNION conventions and conferences, provide, however:

- A. That the total time off does not exceed forty (40) hours during any one year of this CONTRACT, and
- B. That a written notice specifying the names of the employees attending the convention or conference is furnished by the UNION two (2) weeks in advance of the period desired, and
- C. That not more than two (2) employees shall be absent at any one time.

SIGNATURES

DAYTON BUILDING AND
CONSTRUCTION TRADES
COUNCIL

ADMINISTRATIVE STAFF OF THE
BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF
DAYTON, OHIO

Executive Director

Superintendent

Union President

Approved:

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF
DAYTON, OHIO

Board President

Treasurer

ADDENDUM NO. 1

RATES OF PAY AND JOB CLASSIFICATION

A1.01 The following wage rates shall be applicable during the term of this AGREEMENT:

During the 2020-2021 school year, all members of the Dayton Building and Construction Trades Council will receive a 2.0% increase.

During the 2021-2022 school year, all members of the Dayton Building and Construction Trades Council will receive a 2.5 % increase, which will be retroactive to July 1, 2021.

During the 2022-2023 school year, all members of the Dayton Building and Construction Trades Council will receive a 2.5% increase.

Each employee will receive a lump sum payment in the amount of Five Hundred Dollars (\$500.00) for the year 2021. This payment is not a pensionable item and will not affect the wage scale.

Each employee will receive a lump sum payment in the amount of Five Hundred Dollars (\$500.00) for the year 2022. This payment is not a pensionable item and will not affect the wage scale.

FY 2020-21 Trades				
Step	Journeyman, Specialist, Mechanic, Roofer	Journeyman (second shift)	Journeyman (Third Shift)	Foreman
1	30.04	30.45	30.50	31.62

FY 2021-22 Trades				
Step	Journeyman, Specialist, Mechanic, Roofer	Journeyman (second shift)	Journeyman (Third Shift)	Foreman
1	30.79	31.19	31.24	32.41

FY 2022-23 Trades				
Step	Journeyman, Specialist, Mechanic, Roofer	Journeyman (second shift)	Journeyman (Third Shift)	Foreman
1	31.56	31.96	32.01	33.22

\$0.40 per hour second-shift differential

\$0.45 per hour third-shift differential

Retroactive payments for the 2020-2021 school year shall be on base wages only.

NOTES: The Foreman classification includes the positions of Carpenter Foreman, Painting Foreman, Sheet metal Foreman, Electrical Foreman, Electronic Equipment Foreman, and Plumbing Foreman.

The parties agree to establish appropriate apprenticeship rates if an apprenticeship is created during the term of this AGREEMENT.

- A1.02 Direct Deposit: Bargaining Unit members agree that all payroll payments will be directly deposited into an account of their choice in accordance with the guidelines established by the Dayton Public Schools Treasure's Office. An employee's salary shall be paid by electronic transfer to a bank(s) and/or savings and loan institution(s) selected by the employee and within the distributing financial institution's network, no later than the Monday following the pay date. If the pay date is other than a regular pay date, the electronic transfer to the distributing financial institution will be made no later than the date that paychecks are distributed.
- A1.03 Longevity Bonus: After fifteen years of service, an employee will receive a longevity bonus of three hundred fifty (\$350.00) per year, payable in one lump sum by the second pay period following the employee's anniversary date. After twenty (20) years of continuous service, an employee will receive a longevity bonus of seven hundred (\$700.00) per year in lieu of the 15 year bonus, payable in one lump sum by the second pay period following the employee's anniversary date. For purposes of this section, "continuous service" is not to include supplemental contract work or temporary work.
- A1.04 Attendance Bonus: A perfect attendance reward will be paid quarterly for employees with zero absences in the amount of \$125 with a possible max of \$500 per year.

ADDENDUM NO. 2

INSURANCE PROGRAM

Favored Nations – The Building Trades bargaining unit will be offered the same benefits and/or rates if any other bargaining unit negotiates language providing better health insurance benefits or rates of contribution.

Medical and Dental Enrollment

A Medical Insurance Program shall be available in accordance with the provisions of this article for all Building Trades employees covered by this CONTRACT who complete the required applications for such insurance and transmit such applications to the Human Resources department. Insurance coverage is not automatic.

Appropriate information and application forms will be provided to all new Building Trades employees at the time of employment. Forms that are not returned in five (5) work days will result in coverage being delayed until the first day of the month after they are received. This penalty for delay shall be clearly noted to the new employee. Forms not filed within thirty (30) days of commencement of employment coverage will not be available until the next open enrollment period.

The Board, through the Medical Insurance Program or any third party administrator, expressly retains the right to require employees to furnish additional information and/or complete additional forms during his or her employment to verify application information and/or confirm eligibility.

Member will pay fifteen (15%) of the premium; and the BOARD will pay eighty-five (85%) of the premium.

The health insurance plan will be administrated as a high deductible health plan (HDHP) with a health savings account (HSA)

The deductible stated below will remain for the duration of this agreement.

The Board’s contribution shall be \$750/\$1,500 annually for the duration of this agreement and will be contributed as part of the first payroll of the calendar year.

New hires will receive a pro-rated HSA contribution based on their hire date.

High Deductible Health Plan with Health Savings Account		
	In-Network	Out of Network
Deductible - Non-Embedded	\$1,500/\$3,000	\$4,000/\$8,000
Coinsurance	100%	70%
OOPM	\$3,500/\$6,850	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited
ER	\$150 Copay Per Visit	\$150 Copay Per Visit

Hospital -Inpatient/Outpatient	Subject to Deductible	Subject to Deductible
Professional Services	Subject to Deductible	Subject to Deductible
Physician Office	\$20 PCP/\$40 Specialist	Subject to Deductible
Urgent Care	\$50 Copay Per Visit	Subject to Deductible
all other medical benefits subject to deductible and coinsurance Copays listed above do not count towards the deductible, but they do apply towards the OOPM		
Rx-Tier 1	\$10	Subject to Deductible
Rx-Tier 2	\$30	Subject to Deductible
Rx-Tier 3	\$50	Subject to Deductible

Effective Jan. 1, 2018 to the end of this Contract, a **Wellness Initiative** will be instituted that provides:

PCP Incentive

Each employee who certifies that he/she has selected a primary care physician (PCP) and has an annual physical examination conducted shall receive a payment of \$75 (via gift card) per year of certification during the last payroll period of the school year. There is no requirement that and, moreover, the employee should not inform the employer of the name of the PCP selected or of any results of the annual physical examination.

Life Insurance

Term life and accidental death and dismemberment insurance will be provided by the Dayton Board of Education at no monthly premium cost to the employee. Life insurance coverage of \$50,000 will be provided for employees who work at least 30 hours per week. Accidental death and dismemberment of an additional \$50,000 of coverage is also provided.

Supplemental Life Insurance

Building Trades employees may purchase additional life insurance above and beyond the insurance provided by the Dayton Board of Education. The employee pays 100% of the monthly premium by payroll deduction. The amounts of insurance and other rules and regulations are based on the provisions outlined by the insurance carrier.

Coverage While on Leave

The medical, dental, and employer-paid life insurance remains in effect for all enrolled employees during any period when such employee is: (1) on the active working payroll, (2) on compensated sick leave, (3) on sabbatical leave, (4) on non-compensated approved leave of less than thirty (30) days (except personal illness leave of absence), (5) on non-compensated leave for personal illness of less than ninety (90) days, or (6) working only during the regular school year and not working during the summer break period until the employee either resigns

employment or fails to return to active working status at the commencement of the next school year.

Employees on non-compensated approved leaves or approved medical leave who desire to continue insurance coverage past the period for which the BOARD has agreed to continue such coverage may do so by paying the full premium for any such insurance to the Human Resources department on or before the seventeenth (17th) day of the month prior to any such month such coverage is desired to be continued. In the event coverage is discontinued for any period, coverage cannot be re-acquired through the BOARD until the employee returns to active working status.

Cash Option

The BOARD will make arrangements to afford individual employees the opportunity to elect a cash option upon written request, in lieu of all medical insurance coverage provided in this article, subject to the limitation on BOARD contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the BOARD and the Building Trades Union, but not more frequently than once in any twelve (12) month period.

On behalf of each Professional Staff Member electing the cash option under the preceding paragraph, the BOARD will pay the employee six hundred dollars (\$600.00) each year. The quarterly gross payments shall be \$150.00.

Continuation of Coverage

Continuation of health and dental insurance upon resignation or retirement will be available under the COBRA laws in effect at the time of resignation or retirement.

ADDENDUM No. 3

Memorandum of Understanding Skilled Trades & Board of Education

This Memorandum of Understanding (MOU) is an agreement between the Dayton City School District Board of Education (DBOE) and the Dayton Building and Construction Trades Council, AFL-CIO (DBT).

Due to the need for DBOE to supply training to students enrolled in the Construction Trades Programs that require on the job training for completion as a requirement for graduation, the parties hereby agree to the following:

1. Where current students of Dayton Public Schools are employed or participate in internship or pre-apprentice programs, the Board will ensure appropriate student participation, background, and knowledge as well as provide appropriate waivers and other protections for employees working with those students.
2. The protections in place for student trainees shall meet all Department of Labor, Wage and Hour, and Child Labor Laws.
3. All employees responsible for transporting student trainees shall be covered under the DBOE's general liability insurance policy. It is understood that the number of student trainees being transported in a District vehicle is limited to the number of seat belts available in said vehicle.
4. Where possible, a ratio of one (1) student to two (2) journeymen, two (2) students to three (3) journeymen, and so forth shall exist. This ratio is subject to change based on job site specifications not to exceed existing ratio in any proportion, but the goal is to ensure that one (1) student will be supervised by more than one (1) journeyman.
5. Employees must commit to work with students, give them skill-appropriate assignments, and understand and work towards the District's goal of providing students with job-ready skills.
6. The terms of this MOU are understood to be incorporated into the collective bargaining agreement, including the grievance procedure, to which it is attached.
7. As this is a new program from the DBOE/DBT, this MOU shall be effective through June 30, 2020, at which time it will be reviewed by both parties for renewal consideration.