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**AGREEMENT**  
by and between the  
**BOARD OF EDUCATION**  
of the  
**CITY SCHOOL DISTRICT**  
of the  
**CITY OF CINCINNATI**

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and

**Greater Cincinnati  
Building and Construction  
Trades Council**



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**July 1, 2014 -- June 30, 2017**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CINCINNATI BOARD OF EDUCATION

AND

GREATER CINCINNATI BUILDING AND CONSTRUCTION  
TRADES COUNCIL

THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL UNION NO. 212

THE GLAZIERS & GLASS WORKERS  
LOCAL UNION NO. 387

BROTHERHOOD OF PAINTERS, DECORATORS,  
AND PAPER HANGERS OF AMERICA  
PAINTERS' DISTRICT COUNCIL NO. 6

PLUMBERS, PIPEFITTERS & MECHANICAL EQUIPMENT SERVICE  
LOCAL 392

THE SHEET METAL WORKERS' INTERNATIONAL  
ASSOCIATION LOCAL UNION NO. 24

July 1, 2014 – June 30, 2017

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## **AGREEMENT**

The Board of Education of the City School District of the City of Cincinnati and The Greater Cincinnati Building and Construction Trades Council, The International Brotherhood of Electrical Workers, Local Union No. 212, The Glaziers & Glass Workers, Local Union No. 387, Brotherhood of Painters, Decorators, and Paper Hangers of America, Painters' District Council No. 6, Plumbers, Pipefitters and Mechanical Equipment Service, Local 392, and The Sheet Metal Workers' International Association, Local Union No. 24, in order to insure the skilled service support for the accomplishment of the basic objective of the Cincinnati Public Schools, which is to provide comprehensive educational opportunities for all children attending the Cincinnati schools, do hereby agree as follows:

### **ARTICLE 1.**

#### **Recognition**

The Cincinnati Board of Education, herein called the "Board," recognizes each of the above named labor organizations as the exclusive representative of all of the employees of the Board designated as electrician, glazier, carpenter, painter, plumber, and tinsmith-sheet-metal worker, respectively, pursuant to the job descriptions as amended and approved by the Civil Service Commission of the City of Cincinnati which have been adopted by the Board, and which are attached hereto as Appendix A. Future amendments, if any, will be incorporated by reference.

### **ARTICLE 2.**

#### **Jurisdiction**

The parties agree that the jurisdiction of the various craft unions or Labor Organization will be in accordance with the descriptions set forth in Appendix A.

The existing practice regarding the work of Board employees covered by this Agreement will continue to be followed.

### **ARTICLE 3.**

#### **Classes of Employees**

There shall be three (3) classes of skilled trade employees, generally subject to the descriptions, as set forth in Appendix A, as follows:

1. **Full-time (permanent):**

All skilled trade employees who have passed a competitive Civil Service examination, completed their probationary period and are employed on a permanent basis within the descriptions as set forth in Appendix A.

2. Probationary:

All employees who have passed a competitive Civil Service examination and have been hired on a probationary period basis within the general descriptions as set forth in Appendix A.

3. Temporary:

All employees who have not passed a competitive Civil Service examination but who have been hired on a temporary, seasonal, provisional or emergency basis and who meet generally the qualifications set forth in Appendix A.

**ARTICLE 4.**

**Employment**

1. All probationary and full-time (permanent) employees will be hired in accordance with Civil Service requirements and the job classifications as set forth in Appendix A.
2. The existing practice on hiring temporary employees will continue to be followed.
3. All temporary employees' work shall be scheduled through the foreman of their trade.
4. Permanent employees, laid off due to a reduction in force, shall have the first option on permanent or temporary positions in their trade for a period of eighteen months.
5. For purpose of recall, employees are responsible for providing the Board in writing with their current address and telephone number.
6. The Board agrees to notify the respective trade union of openings for employees who would be covered by this Agreement and to confirm such notification in writing to the respective trade union.
7. Board will supply a copy of the Rules and Regulations referenced.

**ARTICLE 5.**

**No Discrimination**

1. The Board agrees that it will not discriminate against any skilled trade employee because of his membership in the various skilled trade labor organizations or as the result of negotiations with the Board, or his institution of any grievance under this Agreement.
2. The parties agree that there shall be no discrimination on the basis of race, color, creed, national origin, gender, or age (over 40).

## ARTICLE 6.

### Check-Off

Section A. The amount deducted shall be remitted to the appropriate Union no later than the thirtieth (30th) day of the following month together with a statement setting forth the name of, and the amount deducted for, each employee from whose wages the deduction was made.

### Section B. Fair Share Fee

"Crafts" = Each or one of the Craft Unions or Labor Organization who is a signatory to this Agreement, as the context requires

1. The Board shall deduct bi-weekly dues from the pay of employees in the bargaining unit covered by this agreement upon receipt from the Crafts of individual authorization cards executed by the employee for that purpose and bearing the employee's signature. Employees who are not members of the Crafts shall have a Fair Share Fee deducted from their bi-weekly paycheck.

Dues or Fair Share Fee deductions shall be effective sixty (60) days from the employee's date of hire or transfer to the bargaining unit. The amount of dues or fair share fee shall be certified by the Crafts to the Board. An employee shall have the right to revoke Crafts dues deduction provided thirty (30) days written notice is given by the employee to the Crafts and the Board.

2. The fair share fee shall be deducted in lieu of the Crafts dues.
3. Within sixty (60) days of the execution of this Agreement, the Crafts' accountant shall provide the Board a certified audit, which supports the amount of the fair share fee, and the Union's legal counsel will provide the Board a legal opinion, which shall state that the fair share fee as certified meets all applicable legal and constitutional requirements. An additional audit shall be provided whenever the amount of the fair share fee is changed and an additional legal opinion shall be provided whenever the fair share fee, rebate, or objection procedures are changed. All such audits and legal opinions shall specifically state that the Board is entitled to rely thereon. The Board reserves the right to discontinue the deduction of fair share fees if such audit and legal opinion are not provided.
4. As an express condition to the Board's agreement to grant a fair share fee arrangement to Crafts, Crafts shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, refunds, rebates, or other forms of liability including attorney fees and expenses paid or payable by the Board that shall arise by reason of action taken by the Board for the purpose of complying with the provisions of this Article with respect to fair share fees, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions

by Crafts. Crafts' counsel shall be the lead counsel during any litigation concerning the fair share fee.

5. Crafts represents to the Board and to the employees it represents that its "non-member fair share payments implementation and appeal procedure" and its other practices and conduct in the course of implementing the fair share fee arrangement conform to state and federal law.

**ARTICLE 7.**  
**Grievance Procedure**

1. A grievance is defined as an alleged violation of a specific article and section of this Agreement arising under and during the term of this Agreement. If any grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following resolution procedure.

All written grievances must be submitted on the Union grievance form. The grievance must cite the specific article and section alleged violated in the agreement. The written grievance must also contain the remedy sought to correct the alleged grievance.

**Step One:**

Within seven (7) calendar days of the date of occurrence of the incident or action, an employee must present the grievance to his/her supervisor. Such grievance may be presented verbally, and need not be in writing. The supervisor shall verbally respond to the employee and/or the employee's union representative within seven (7) calendar days.

**Step Two:**

If the employee's grievance is not resolved at Step 1, the Union may, within seven (7) calendar days after the Step 1 answer is given, appeal the grievance to the grievant's Department Head. The grievance must be reduced to writing on the Union's grievance form. The written grievance must include the items noted above and be signed by the employee and the authorized union officer. The Department Head or his/her representative may meet with the grievant and the Union representative if such a meeting is mutually agreed to between the Union and the Department Head. The Department Head or his/her representative shall provide the grievant a written answer within seven (7) calendar days after receipt of the grievance.

**Step Three:**

If the grievance is not resolved at Step Two, the Union may, within seven (7) calendar days appeal the grievance to the Director of School Services. The appeal shall include the original grievance, the Department Heads' response, and shall specify the basis of the appeal. The Director of School Services, or his/her designated representative, shall meet with the grievant and the Union, unless both parties deem such a meeting unnecessary. The Director of School Services, or his/her representative, shall provide a written response to the Union not later than seven (7) calendar days after receipt of the written appeal.

The Union and the Director of School Services, or his/her designated representative may mutually agree at any step to use a mediator in an attempt to resolve the

grievance. The Mediator shall be mutually selected and any cost paid equally by the parties. The Mediator shall not be required to issue a written opinion.

**Step Four:**

If the grievance is not resolved at Step Three, the Union may within twenty-one (21) calendar days submit the matter to arbitration. The Federal Mediation and Conciliation Service shall be contacted by the Union for a list of seven arbitrators.

The Union shall move to select an arbitrator within thirty (30) calendar days of the date the FMCS transmits the panel of arbitrators. The Union shall strike a name first. Thereafter each party shall strike a name until only one remains. The Union shall contact the selected Arbitrator for a list of available dates. The parties shall select an arbitration date within thirty (30) calendar days of the date the arbitrator transmits this notice of availability. The arbitration hearing will be transcribed by a court reporter, and the parties shall have the right to submit post-hearing briefs within thirty days after the date the transcript of the hearing is completed. The fees and expenses of the arbitrator and court reporter shall be borne equally by the Board and the Union. The aggrieved employee, any necessary witnesses, and one selected Union officer shall not lose any regular straight time pay for time used to attend the arbitration hearing.

2. **Arbitrator's Authority:**

The arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the specific provisions of this Agreement. In reaching a decision the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement. The arbitrator may not order monetary damages (except for any back pay or benefits) or punitive damages, monetary or otherwise, to be paid or awarded. Within these limits the decision of the arbitrator shall be final and binding on all parties.

3. **Time Limits:**

The time limits set forth in this procedure may be extended by mutual agreement, in writing, between the parties. Any grievance not timely presented or processed by the Union shall be considered resolved based on the last response of the Board or the Board's Representative. If the Board or the Board's Representative fails to answer a grievance in a timely manner, it shall not be deemed a settlement of the grievance but the union may move the grievance to the next step.

4. Once a grievance is reduced to writing it may not be altered or changed in any way.

5. A policy grievance which affects a number of employees may initially be presented by the union at Step 2 of the Grievance Procedure.

## **ARTICLE 8.**

### **Hours of Work and Overtime**

1. Eight (8) hours per day exclusive of a lunch period and forty (40) hours per week shall constitute a normal work week. No more than one-half (1/2) hour shall be scheduled as an unpaid lunch. It is understood that nothing contained herein shall prohibit the parties, the bargaining unit and BOE, from mutually agreeing to work schedules which include work day durations in excess of eight (8) hours.
2. All time worked in excess of eight (8) hours in one day, and forty (40) hours in one week shall be paid at time and one-half the regular rate, except as noted in section 1 of this article. However, when Sunday work is required, the rate for the work performed shall be double the regular rate. When schools are closed because of an epidemic or other public calamity, and employees are not required to report to work, any employee in this bargaining unit required to work during such calamity, shall receive double the regular rate. Work performed on a holiday shall be paid at time and one-half the regular rate in addition to holiday pay. An employee called out to work shall work and be paid for a minimum of four (4) hours at the applicable overtime rate. Overtime shall not be pyramided.
3. Subject to two exceptions set forth below, overtime shall be offered to employees in the following order:
  - a. permanent employees;
  - b. probationary employees;
  - c. temporary employees.

However, in the case of work carrying over from scheduled hours of work, the employee who has started the job shall have the first choice of completing that job. In addition, where a special skill or special knowledge is required, the permanent employee having that special skill or special knowledge shall be assigned the overtime.

## **ARTICLE 9.**

### **Promotion**

Vacancies in positions above the lowest rank or grade of any category in the classified service shall be filled insofar as practicable by the promotion of present employees. Where examinations are not required for promotions, other factors being equal, preference shall be given to eligible employees on the basis of seniority.

## **ARTICLE 10.**

### **Sick Leave**

1. All employees earn sick leave credit at the rate of 4.6 hours per 80 hours of completed service. Unused sick leave shall be cumulative without limit.
2. Sick leave allowance is credited by pay periods in proportion to the time paid during the pay period. The statement of earnings accompanying each regular paycheck shows the amount of sick leave accumulated at the beginning of that payroll period. The amount of sick leave available for any pay period shall not exceed the amount accrued at the beginning of such period. Sick leave must be used in 1 hour increments.
3. **Sick Leave Conversion.** Subject to the provisions of Section 124.39 of the Revised Code, employees who are retiring shall be eligible to be paid for one-half (1/2) of their unused sick leave credit at their daily rate of pay.
  - (a) An employee retiring who was hired on or after August 1, 2004 shall be eligible for one fourth (1/4) of his/her accrued but unused sick leave up to 200 days at the daily rate of pay utilized in calculating his/her final pay. Said payment shall eliminate all sick leave accrued by the employee.
4. Sick leave conversion shall be paid to survivors upon the death of an employee who had ten (10) years service with the Board on the basis of one (1) day's pay for each two (4) days accumulated, unused sick leave.
5. Employees hired January 1, 1997 or after shall not be eligible for conversion upon retirement of sick leave earned with another Ohio public employer. When such employees use sick leave, they shall first use the sick days earned with the other Ohio public employer(s) until 50% of such sick leave is exhausted. Thereafter, when sick leave is used, the Board shall alternately deduct 1 day of leave earned with the district and 1 day of leave earned with other employers.

## **ARTICLE 11.**

### **Holidays**

1. Full-time (permanent) employees who are entitled to pay on the working day before and the working day after a holiday shall be paid eight (8) hours at his or her regular hourly rate for the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving, and Christmas Day. When a holiday falls on a Saturday, it shall be observed on the Friday preceding the holiday, and when a holiday falls on a Sunday, it shall be observed on the Monday following the holiday.

2. Full-time (permanent) employees who are entitled to pay on the working day before and the working day after a holiday shall be paid eight (8) hours at his or her regular hourly rate for Christmas Eve when that holiday falls on a Monday, Tuesday, Wednesday or Thursday. Such employees shall be paid four (4) hours at his or her regular hourly rate for Christmas Eve when Christmas Eve falls on a Friday (the holiday being observed on the preceding Thursday, when Christmas Eve falls on a Saturday (the holiday being observed on the preceding Friday), and when Christmas Eve falls on a Sunday (the holiday being observed on the preceding Friday).
3. Such holiday shall not be charged to sick leave if the employee is otherwise eligible for holiday pay.

**ARTICLE 12.**

**Vacation**

1. Pursuant to Section 3319.084 of the Revised Code, each full-time (permanent) employee, after service of one year, shall be entitled, during each year thereafter of continuing employment, to vacation leave of ten (10) days, excluding legal holidays, and such additional days for employment beyond ten (10) years as is hereafter provided. Such vacation leave shall be accumulated by pay periods beginning with the first full period in the month of September and extending through the last full pay period in June.
2. Full-time (permanent) employees eligible for vacation leave shall be entitled to an additional vacation allowance in any year in which he or she will have completed the specified periods of service with the Board on or before the thirtieth (30th) day of September as follows:
 

10 through 14 years -	5 days
15 or more years -	10 days
3. Eligibility for additional vacation allowance shall be based upon the total number of years of service, not necessarily consecutive, for the Board. Any period of absence due to a layoff or leave of absence, except absence for military service or because of injury in line of duty, shall not be included in such total.
4. Vacation leave shall be credited to pay periods in proportion to the time paid during the pay period. Vacation leave for any employee shall be cumulative to a maximum of the sum of the amounts credited to his account during the two preceding school years. The amount of vacation leave available for any pay period shall not exceed the amount standing as a credit at the beginning of the said period.
5. Upon separation from employment an employee shall be entitled to compensation as his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, not to exceed the vacation leave accrued to his credit for the two years immediately preceding his separation and the prorated portion of his earned

but unused vacation leave for the current year. In case of the death of an employee, such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2113.04 of the Revised Code or to his estate.

6. An employee may request to take his or her accrued vacation at one time provided that:

(a) The vacation request is filed with the Director of School Services at least two weeks in advance of this requested vacation time.

(b) No more than one employee from the same craft shall take vacation during the same period unless approved by the appropriate craft foreman, and in the case of the foremen unless approved by the Director of School Services.

(c) No employee shall take vacation during the winter recess, the spring recess, two weeks before school opens, and the week after school opens unless approved by the Director of School Services.

The Director of School Services shall approve or disapprove the request for vacation within one week of receiving the request. Employees may take one or more days of vacation on shorter than two weeks notice subject to the approval of the Director of School Services or the designee.

### **ARTICLE 13.**

#### **Personal Leave**

Full-time (permanent) employees shall be eligible for personal leave up to three (3) days according to the provisions on form Warehouse #8004. Earned and unused personal leave may be converted to sick leave on a day-for-day basis on August 31 of each year.

The taking of approved personal leave shall not have an adverse effect on the attendance portion of an employee's evaluation.

### **ARTICLE 14.**

#### **Group Hospitalization, Medical, and Term Life Insurance Coverage**

Premium and benefits levels for Group Hospitalization, Medical, and Term Life Insurance Coverage shall remain at current levels.

There shall be a contract opener in the 3<sup>rd</sup> quarter of 2014 or soon thereafter limited to Group Hospitalization, Medical, and Term Life Insurance Coverage.

#### **1. Medical and Prescription Plans**

Employees electing medical coverage shall choose a Point of Service (POS) medical plan or the MERP plan. Coverage shall be equivalent to or better than the POS plan described in the attached plan design, including prescription drug coverage.

**2. Board Contributions**

Upon application by the employee, the Board will purchase or provide single, two person or family coverage for any full-time employee, less the percentage of salary or amount shown on the monthly employee contribution and spousal premium schedules below, which shall be periodically deducted from the employee's paychecks.

**3. Dental Plan**

Employees shall also be eligible for dental coverage. Coverage shall be equivalent to or better the Dental Care Plus, as described in the attached plan design.

**4. Employee Contributions**

The monthly employee contribution for coverage under Board group medical plans shall be paid under a Section 125 plan on a pre-tax basis and, subject to paragraph 12, as follows:

**Employee Contribution  
As Monthly Premium &/or Percentage of Base Salary (Medical Plans) & Monthly Premium for Dental**

	Single	Employee +1	Family
New POS Premium Effective 1/1/11	2.653%	5.250%	7.429%
New POS Premium Effective 4/1/11	1.524%	3.065%	4.313%
HMO Effective 4/1/11	1.524% + \$35/MO	3.065% + \$70/MO	4.313% + \$98/MO
Dental	\$22.16	\$55.39	\$55.39

**Medical, Prescription, Employees Assistance Program and Dental Coverage**

Deductibles	January 1, 2011
	In/Out of Network
Single Single + 1 Family	New POS Plan
	\$300 / \$600
	\$600 / \$1200
	\$600 / \$1200

<b>Coinsurance</b>	<b>January 1, 2011</b>
	<b>In/Out of Network</b>
<b>Coinsurance (after deductible)</b>	<b>New POS Plan</b>
	20% / 40%

<b>Rx Co-Pay</b>	<b>January 1, 2011</b>
	<b>New Core Plan</b>
	<b>In/Out of Network</b>
<b>Generic</b>	\$10 / \$10 + \$30
<b>Name Brand</b>	\$30 / \$30 + \$30
<b>New Formulary</b>	\$55 / \$55 = \$30
<b>Maintenance Rx- Mandatory Mail</b>	

If out-of-network pharmacies are used, a 30% coinsurance applies after copay

<b>Mail-Order Rx Copay Limit</b>	3.0 times retail copay
<b>Diabetic Supplies</b>	No copay(100% plan paid)
<b>Maintenance Rx- Mandatory Mail</b>	
All Rx tiers and coverage conditions are converted to Humana's standard Rx3 formulary (except diabetes supplies-see above)	

	<b>January 1, 2011</b>
	<b>New POS Plan</b>
<b>Primary (PCP)</b>	See Deductible/Coinsurance above Includes OB/GYN & Endocrinologist
<b>Specialist</b>	See Deductible/Coinsurance above
<b>Allergy Injections</b>	See Deductible/Coinsurance above
<b>Vision/Hearing Exam/Testing</b>	See Deductible/Coinsurance above
<b>Reconstruction Surgery</b>	See Deductible/Coinsurance above
<b>Chiropractic</b>	See Deductible/Coinsurance above
<b>Infertility</b>	See Deductible/Coinsurance above
<b>Pregnancy</b>	See Deductible/Coinsurance above
<b>Birthing Center</b>	See Deductible/Coinsurance above
<b>PT/OT/ST</b>	See Deductible/Coinsurance above
<b>Second Surgical Opinion</b>	See Deductible/Coinsurance above
<b>Urgent Care (in/out)</b>	See Deductible/Coinsurance above
<b>Emergency Room (in/out)</b>	See Deductible/Coinsurance above

<b>Opt Out Provision</b>	<b>January 1, 2011</b>
	<b>New POS Plan</b>
<b>Single + One</b>	\$100
<b>Family</b>	\$200

<b>Spousal Premium/ Month*</b>	<b>January 1, 2011</b>
	<b>New POS Plan</b>
<b>Under \$30,000</b>	\$80
<b>\$30-\$60,000</b>	\$100
<b>\$60-\$90,000</b>	\$120
<b>\$90,000+</b>	\$140

### **MERP Health Plan Option**

- A MERP Health plan will be offered as it was in 2009
- Because this is not a standard health plan which employees rely upon for basic coverage, details may need to be changed from year to year. These details will be discussed in the Benefit Committee.

### **Wellness Plan**

- A wellness program will be put into place January 1, 2011
- The plan design is to be determined by the CPS Benefit Committee
- The plan will cover Disease Management, Lifestyle Management and Case Management
- Employees & spouses will be provided with the opportunity to earn \$500 each per year in wellness credit. Earned credits will be applied to individual Health Reimbursement Accounts(HRA) in the calendar year following the year in which they were earned. (2011 credits will be applied in 2012)
- Maximum HRA balances will be \$1,500 at any one time (applies to both Single/Family accounts)
- Humana Health Assessments completed in 2010 calendar year will be applied to the HRSs in the 2011 calendar year. Employees will receive their 2011 Benefit Bank allocation (\$350/single, \$425/family) into the wellness account versus the Benefit Bank for 2011. Employees who are retired prior to ratification of the agreement will have until 12/31/2012 to spend their allocated Benefit Bank dollars. All current employees will have until 6/30/11 to spend their allocated Benefit Bank dollars. All Benefil Bank balances remaining will be used to offset District dental and health care costs.
- Separation from Employment - Employees will have 6 months to submit HRA claims incurred prior to their separation from employment. Any balances remaining in the HRA after this 6-month period will be returned to CPS.
- All employees hired after the ratification of this agreement will not receive an Benefit Bank allocations
- Audit - The District shall continue to audit participants of the health plans for eligibility

### **Dental Plan**

The Dental Plan will stay the same.

## **5. Right of Board to Change Carrier**

The Board may change the health (medical and/or dental) insurance carrier(s), or provide coverage through self-insurance, provided that;

- (1) The resultant coverage(s) is at least equivalent to the coverage(s) as of January 1, 2010;
- (2) The Board has given the Labor Organization or Union 60 days' notice of the proposed change and an opportunity to be consulted about the proposed change;
- (3) The Board has selected the new carrier(s) through solicitation of proposals, unless the change is to self-insurance; and
- (4) The joint Employee Benefits Committee has been given the opportunity to evaluate and make recommendations about the change.

## **6. Term Life Insurance**

The Board shall pay the full premium of a term life insurance policy in the amount of \$31,000. Eligibility for the term life insurance shall be extended to the employees who work in a position requiring at least six (6) hours per day for a minimum service period of 190 days.

7. The Board will offer as voluntary programs group plans for home, auto, long-term care 100% by employees.

## **8. Employee Benefits Committee**

### **(A) Composition**

The Board and the Labor Organization or Union agree to continue the Employee Benefits Committee with representation from all Labor Organization or Unions, representing Board of Education employees. The Committee shall include a minimum of two members from each bargaining unit with proportional representation among the bargaining units. The Committee shall not be less than 15 or more than 19 in number. The Board shall also be represented on the Committee. Representatives on the Committee may call for smaller caucuses of their choosing at any time during the meeting.

### **(B) The role of the Employee Benefits Committee is to:**

- 1) Recommend needed benefit changes;
- 2) research, analyze, and recommend benefit providers and changes;
- 3) communicate to and educate employees about utilization of benefits to promote cost containment and effective implementation of benefits; and
- 4) provide on-going monitoring of providers' performance and employee concerns.

- (C) The Employee Benefits Committee shall meet at least once monthly to review health care utilization and plan for future design of the plan. No later than twelve months prior to the expiration of the Board's contract with the health care provider or administrator, the Committee shall meet and reveal the plan's utilization and cost. No less than six months prior to the expiration of the health care contract, said committee shall make recommendations to the bargaining units and the Board. Requests for proposals and resulting bids shall be accepted no later than five months prior to the contract expiration with the Committee making a recommendation to the parties as to the carrier, cost and design. Agreement on the carrier, plan design and cost shall be reached no later than three months prior to expiration of the health care contract. Employees on the Committee shall not suffer any loss of pay for reasonable hours of committee duty, which conflict with the employee's scheduled duty hours.

## **ARTICLE 15.**

### **Union Privileges**

1. The Unions or Labor Organization shall be permitted to post union materials on the existing bulletin boards at the two Iowa Avenue locations.
2. The Unions or Labor Organization shall be represented on official committees established by the Superintendent when all other employee groups are represented.
3. If an employee desires to revoke his/her dues check off authorization, written notice shall be given to the Board in the following manner. The employee shall obtain a "revocation of dues check off" form from the office of the employee's Union and shall sign and date such revocation form. The completed form may then be turned in by the employee to the office of the Treasurer of the Board. Under no circumstances shall any Union deny the right of any employee to revoke authorization of payroll deduction of union dues.

The Board shall not be liable to any Union for the remittance of payment of any sum other than that constituting actual deductions made from the wages of employees. Each Union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including, by way of example and not limitation, the cost of any judgment against the Board and the reasonable value of any attorney fees incurred, that may arise out of or by reason of action taken by the Board or not taken by the Board for the purpose of complying with any provision of paragraph 3.

4. The Building Trades Committee shall have a meeting once a year with the Director of School Services, along with representatives from various unions or Labor Organization working out of Iowa Street, to discuss safety, health and other matters of mutual concern.

**ARTICLE 16.**

**Savings**

If any provision of this Agreement or any application of this Agreement is contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Said invalid provision shall be renegotiated at the request of either party.

**ARTICLE 17.**

**Termination of Employees**

Suspension and termination must be handled in accordance with civil service regulations.

**ARTICLE 18.**

**Wages**

1. Wages shall be paid in accordance with Appendix A. Salaries for 2014 shall be retroactive to January 1, 2014.
2. Any state-mandated salary increase shall be part of, and shall not be in addition to, any salary increase resulting from the application of this Article.
3. All regular employees shall receive a longevity increment for twenty (20) or more years of sixty-five cents (65¢) per hour granted once a year to employees who complete twenty (20) years of service by September 30.

4. Appearance in Court:

Employees summoned for jury duty shall incur no loss in pay benefits or accrued leave in case of absence in response to a subpoena in (1) a court proceeding, or (2) an administrative hearing, in which neither the employee nor a labor organization recognized by the Board is a party. The Board shall deduct from the employee's salary only the amount of any witness fee or other compensation in excess of \$35.00 per day.

5. Mileage:

Whenever an employee is assigned work requiring the use of his car, he shall receive mileage reimbursement at the maximum reimbursement allowed by the IRS for employee business expense. The reimbursement shall be made by the Treasurer's Office after receiving the Mileage Report Form signed by the employee and approved by the Branch Administrator.

6. Night Differential:

Night differential shall be forty (40) cents per hour and hours after 12:00 midnight shall be increased to fifty (50) cents per hour.

7. Apprentices:

- A. The Board may employ apprentices or pre-apprentices through the programs of the various trades up to the ratio of one apprentice for each three craft journeymen or fraction of three. For example, if the Board employs four craft journeymen from Union A, then it may employ two apprentices from Union A; if the Board employs seven craft journeymen from Union B, then it may employ three apprentices from Union B. Apprentices will receive their appropriate rate including health and welfare contributions according to each individual craft union. If a craft union is unable to supply apprentices or pre-apprentices, the Board may employ pre-apprentices at no less than the first year apprentice rate. For the summer months only (May through August), the ratio shall be one to one, provided that no permanent or temporary journeymen are on lay-off during the term of this Agreement.
  - B. The Board will pay the hourly contribution stated in Appendix B into each trade union's Joint Apprenticeship Training Committee (JATC) Trust Fund for all journeymen and apprentices the Board employs in that trade, provided that the Board has hired and continues to employ at least one apprentice in that trade. If at any time the Board ceases to employ one apprentice in a particular trade, the Board will cease its contribution into the JATC Trust Fund at the end of the current calendar month.
  - C. If a particular trade has apprentices available for the Board to employ, the Board will give preference to the employment of these apprentices. If a particular trade union is unable to supply apprentices within forty-eight (48) hours after receiving a written request from the Board, then the Board may employ pre-apprentices at no less than the first year apprentice rate.
  - D. The Board agrees to the apprentice hourly rates and the contributions to the JATC Trust Fund under each trade's apprenticeship program and to each trade's health and welfare fund as these amounts are set forth in Appendix B for each employed and actively working apprentice.
  - E. Apprentices will not be employed at any time that any journeyman has been laid off.
8. The contract is for a three year term July 1, 2014 to June 30, 2017 with a re-opener for wages for the third year beginning July 1, 2016.
9. In the event that any other bargaining group negotiates a wage increase the board agrees to reopen the wage portion of the contract to negotiate a possible adjustment to

the agreement. This zero salary increase also protects against a decrease in salary for the zero increase years.

**ARTICLE 19.**  
**No Strike or Lockout**

It is understood and agreed that the service performed by employees covered in this Agreement are essential to the public health, safety and welfare. Therefore, each Union agrees that it will not authorize any strike, work stoppage or other action during the term of this Agreement. The Board agrees that in the event a lawful dispute exists concerning area standards or recognition between a Union signatory to this Agreement and an employer performing construction work at a facility owned by the Board and a lawful picket line is authorized by the Greater Cincinnati Building Trades Council at such facility, the Board will not discipline an employee because he/she honors such a picket line and will endeavor to reassign such employee to other work. The Board further agrees that it will not lock out its employees.

**ARTICLE 20.**  
**Amendment**

This agreement may be amended by written mutual agreement of the Board and the Unions or Labor Organization. Nevertheless, the parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement.

**ARTICLE 21.**  
**Management**

The management of the School District, the direction of its employees, and the promulgation of rules and regulations governing its operation are vested exclusively in the Board subject to the Civil Service Regulations and the articles contained in this Agreement. The foregoing statement of management's rights shall not be deemed to exclude other rights not specifically set forth, and the Board, therefore, retains all rights not otherwise specifically relinquished by this Agreement.

**ARTICLE 22.**  
**Term of Agreement**

The Agreement between the Board of Education of the City School District of the City of Cincinnati and the Greater Cincinnati Building and Construction Trades Council on behalf of The International Brotherhood of Electrical Workers, Local Union No. 212, The Glaziers and Glass Workers, Local Union No. 387, Brotherhood of Painters, Decorators, and Paper Hangers of America, Painters' District Council No. 12, Plumbers, Pipefitters and Mechanical Equipment Service, Local 392, and The Sheet Metal Workers' International Association, Local No. 24 (herein collectively referred to as "Crafts") shall be effective from July 1, 2014 until June 30, 2017.

**APPENDIX A**

**SALARY SCHEDULES - BUILDING TRADES**

**BUILDING TRADES EMPLOYEES /1  
Effective July 1, 2014 thru June 30, 2017**

POSITION /2	SERVICE PERIOD	SALARY STEPS		
		*2015 contingent on levy passing		
		2013	2014	2015*
Carpenter	Biweekly	2,292.00	2360.76	2407.98
	Hourly	28.65	29.51	30.10
Carpenter, Foreman	Biweekly	2,400.00	2472.00	2541.44
	Hourly	30.00	30.90	31.52
Electrician	Biweekly	2,357.60	2428.33	2476.90
	Hourly	29.47	30.35	30.96
Electrician, Foreman	Biweekly	2,527.20	2603.02	2655.08
	Hourly	31.59	32.54	33.19
Glazier	Biweekly	2,272.80	2340.98	2387.80
	Hourly	28.41	29.26	29.85
Glazier, Foreman	Biweekly	2,370.40	2441.51	2490.34
	Hourly	29.63	30.52	31.13
Painter	Biweekly	2,163.20	2228.10	2272.66
	Hourly	27.04	27.85	28.41
Painter, Foreman	Biweekly	2,356.00	2426.68	2475.21
	Hourly	29.45	30.33	30.94
Plumber	Biweekly	2,376.80	2448.10	2497.07
	Hourly	29.71	30.60	31.21
Plumber, Foreman	Biweekly	2,480.00	2554.40	2605.49
	Hourly	31.00	31.93	32.57
Tinsmith	Biweekly	2200.00	2266.00	2311.32
	Hourly	27.50	28.33	28.89
Tinsmith, Foreman	Biweekly	2248.80	2316.26	2362.59
	Hourly	28.11	28.95	29.53
Apprentice Carpenter	Biweekly	993.27	1,087.74	1182.22
	Hourly			
Apprentice Electrician	Biweekly	746.76	848.43	948.28
	Hourly			
Apprentice Glazier	Biweekly	780.94	873.61	873.61
	Hourly			
Apprentice Painter	Biweekly	761.14	855.62	1036.45
	Hourly			

**2010/2011 SALARY SCHEDULES – BUILDING TRADES**

**BUILDING TRADES EMPLOYEES /1  
Effective July 1, 2014 thru June 30, 2017**

POSITION /2	SERVICE PERIOD	SALARY STEPS		
		2013	2014	2015*
Apprentice Plumber	Biweekly	740.46	919.49	1064.34
	Hourly			
Apprentice Tinsmith	Biweekly	849.31	899.70	950.08
	Hourly			

1/ Employees in the above classification shall be eligible for .65 per hour longevity increment for 20 or more years of service. This increment shall be granted once a year to employees who complete 20 years of service by September 30.

2/ In the absence of a leader, the employee who assumes the leader’s duties shall receive leader’s pay.

**Note:** Hourly rates shown for Apprentice positions are derived from the biweekly rate and, therefore may be rounded to the nearest cent.

Signature Page

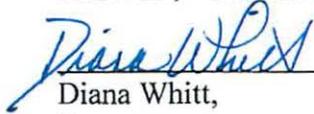
In witness whereof, the parties have hereunto signed by their authorized representatives

on this 23<sup>rd</sup> day of JUNE, 2014.

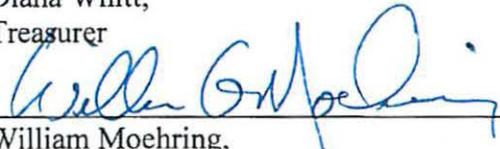
FOR THE BOARD OF EDUCATION OF  
THE CITY SCHOOL DISTRICT OF  
THE CITY OF CINCINNATI



Eve Bolton,  
President, Board of Education



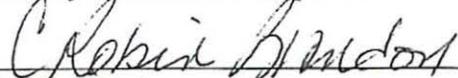
Diana Whitt,  
Treasurer



William Moehring,  
Director of School Services

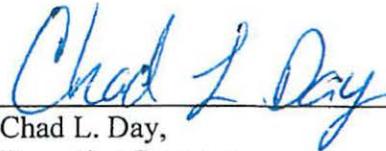


Michael Albrecht,  
Facility Maintenance Supervisor



Robin Brandon,  
Facilities Manager

FOR THE GREATER CINCINNATI  
BUILDING AND CONSTRUCTION  
TRADES COUNCIL



Chad L. Day,  
Executive Secretary



Tom Kopp,  
Glaziers & Glass Workers Local Union 387



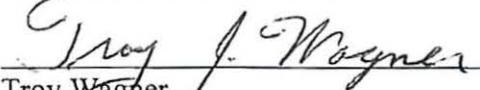
Rick Fisher,  
IBEW Local 212



James P. Higgins,  
Plumbers, Pipefitters, MES Local 392



Charlie Meadows,  
Painters District Council 6



Troy Wagner,  
Sheet Metal Workers Local Union 24