

Memorandum of Understanding

This Memorandum of Understanding (the "MOU" or "Memorandum") is entered into on this 19 day of November 2024, by and between Danville Public Building Commission (the 'Commission') (the "First Party"), and Communication Workers of America (the "Union") (the "Second Party). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties". The effective date of this MOU is November 1, 2023.

1. PURPOSE AND SCOPE

The parties intend for this Memorandum to clarify to the Collective Bargaining Agreement effective November 1, 2023, to October 31, 2026, solely as it relates to Section 17.3.

2. OBJECTIVES

The Parties have endeavored to work together to clarify the previous wording under Section 17.3 and resolve all issues presented to date.

3. SECTION 17.3 SHALL BE REPLACED WITH THE FOLLOWING LANGUAGE:

17.3 Certified Training Officer (CTO)

A Certified Training Officer (CTO) will be paid an additional one dollar (\$1.00) per hour for every hour worked regardless of if they are providing training services. This additional one dollar (\$1.00) per hour will be accounted for each pay period and only for the number of hours worked. The one dollar (\$1.00) per hour shall not be included in their base rate of pay. It shall not be used for calculating overtime pay, holiday pay, and vacation pay.

This amount will be accounted for by a separate itemized pay code for each pay period and reflected on the employee's paystub.

CTO designation and eligibility to receive, and the removal of CTO designation pay, of added compensation as set forth above, shall be the sole discretion of the Communications Director of Danville Public Building Commission with approval of the Executive Director.

4. ADDITIONAL TERMS OF UNDERSTANDING

The term of this Memorandum shall be for the term of the current Agreement from November 1, 2023, to October 31, 2026, and may be extended upon written mutual MOU of both Parties. The two current CTOs will receive back pay for all hours worked from November 1, 2023, to the present. In calculating that figure, that sum shall not include an increase to overtime, holiday pay, or vacation pay but will be paid for every hour worked.

5. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers,

representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

6. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

7. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the parties as a result of the terms of this Memorandum.

8. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person and approved by both the Commission and the Union through Its members.

9. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does constitute a formal undertaking to clarify Section 17.3 to the satisfaction of both parties and will have to be formally executed by both Parties.

This MOU shall be signed by both parties and shall be effective as of the date first written above.

Danville Public Building Commissioner



Chairman

Communication Workers of America



CWA Union Representative