ARTICLE 17 - SALARIES AND COMPENSATION

Section 17.1. Base Pay and Merit Increases.

(A) As the result of a labor/management partnership, the parties developed a new pay plan effective December 5, 2004. The CMAGE/CWA pay plan is based on the pay structure and classification assignments to pay grades as set forth in Appendices A and B.

(1) A two percent (2%) percentage base increase (PBI) will be effective at the beginning of the pay period which includes August 23, 2005. A three percent (3%) percentage base increase (PBI) will be effective at the beginning of the pay period which includes August 23, 2006. A four percent (4%) percentage base increase (PBI) will be effective at the beginning of the pay period which includes August 23, 2007.

(2) The parties agree that the pay structure will increase one percent (1%) less than the annual PBI to ensure overall competitiveness. Factors necessary to be considered include, but are not be limited to:

(a) Economic indicators, i.e., inflation, cost of labor, etc.

(b) Impact to Pay Plan, i.e., compression with other City pay plans, impact to employees at pay grade minimum and maximum.

(B) Step X is a compensation mechanism used to accommodate a specific set of circumstances in which an employee’s pay rate may exceed the pay grade maximum for his/her classification. It authorizes the employee’s current base pay rate to be continued when it exceeds the maximum of the pay grade until the point in time that the pay grade increases enough to include the employee’s base pay rate. Those circumstances may include:

(1) The pay grade assignment for a classification is changed as a result of market analysis conducted by the Department of Human Resources, and in negotiation with the Union, and the employee’s pay rate exceeds the new pay grade maximum; or
(2) Any Civil Service Commission action which creates a reallocation to different classifications that results in the incumbent(s)' current pay rate(s) exceeding the new pay grade maximum.

(3) While in Step X, the employee continues to be eligible for PBIs and merit increases consistent with 17.1(G) as provided by this Agreement, but the increase must be in the form of a lump sum payment as provided for in Section 17.1(C)(3), and may not be added to the base pay.

(C) Under no circumstances may an employee’s base pay be adjusted above the pay grade maximum, nor below the pay grade minimum, in the employee’s pay grade as set forth in Appendix A.

(1) Employees who are currently in Step X will continue to be eligible for PBIs and merit increases in the form of a lump sum payment and may not be added to the base pay.

(2) Employees who are at or near pay grade maximum are eligible for PBIs and merit increases, but their base increases will be limited to the amount that moves their pay to pay grade maximum. The remainder of the percentage increase will be paid in the form of a lump sum payment as provided in (3) below.

(3) The above-referenced lump sum payments will be calculated as follows: Such lump sum payment will be based on the employee’s hourly rate multiplied by 2,080 hours (1,040 hours for part-time employees), plus any overtime hours worked in the previous 26 pay periods, valued at time and one-half (1.5), multiplied by the remaining PBI or merit increase.

(D) Retroactive pay adjustments, for PBIs referenced in Section 17.1(A), shall be limited to straight-time (any time paid by the City, i.e., vacation, sick, injury, holiday, compensatory time, and time worked out-of-class); overtime; and reciprocity hours only. The retroactive pay increase shall be limited to those employees in the bargaining unit as of the effective date of the PBI who continue to be employed by the City upon passage of this Agreement by City Council. Those employees entering the bargaining unit after the effective date of the PBI shall be eligible for retroactive pay from the date that the employee entered the bargaining unit if an employee’s pay rate falls below the new minimum for his/her assigned pay grade.
(E) The Appointing Authority will designate the rate within the pay grade at which a newly hired employee shall be paid, consistent with Appendices A and B.

(F) The pay grades and hourly rates of pay as well as any annual salaries established in Appendix A shall be based upon a forty (40) hour workweek. Nothing in this Agreement, however, shall be construed as a guarantee of hours of work per shift, per day, per week or any other period.

(G) The City will continue the merit pay review system for bargaining unit employees. Each employee shall be evaluated once every two years (beginning in 1998) based on the employee's classification seniority date. If an employee is denied a merit pay increase, the employee shall be provided the reasons(s) for such denial in writing.

(H) For those employees whose classification seniority date falls on or after January 1, 2006, a merit increase must be given no later than the first day of the first pay period following the 90th day after the employee’s classification seniority date. Any merit increase processed after that date will be retroactive to said date.

**Section 17.2. Employee's Contribution to PERS.**
For full-time non-seasonal employees, that portion of an employee’s contribution made to the Ohio Public Employees Retirement System equal to 8.5% of the employee’s earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Columbus. The eight and one-half percent (8.5%) rate will increase to nine percent (9%) effective January 1, 2006; to nine and one-half percent (9.5%) effective January 1, 2007; and to ten percent (10%) effective January 1, 2008, provided such increases are implemented by the Ohio Public Employees Retirement System as scheduled. The provisions of this Section shall apply uniformly to full-time employees and no such employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein.

For part-time employees, that portion of an employee’s contribution made to the Ohio Public Employees Retirement System equal to 6% of the employee’s earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Columbus. The provisions of this paragraph shall apply uniformly to part-time employees and no such employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein.
The term "earned compensation" shall mean any and all monies earned by an employee from the City of Columbus, for which there is a pension contribution required by State law.

The City shall, in reporting and making remittances to the Ohio Public Employee Retirement System, report that each employee's contribution has been made as provided by Statute.

The sum paid hereunder by the City on behalf of an employee is not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the employee's earnings or basis of his/her contribution to the Ohio Public Employees Retirement System, the amount paid by the City on behalf of an employee as a portion of his/her statutory obligation is intended to be and shall be considered as having been paid by the employee in fulfillment of his/her statutory obligation.

Section 17.3. Salary Deductions.
Salaried employees (E-level classifications) who are permanently assigned to full-time job classifications are paid on a bi-weekly salary basis. Salaried employees are paid a bi-weekly salary based on a minimum of two forty (40) hour workweeks. The bi-weekly salary received by salaried employees will not be reduced regardless of the number of hours the salaried employee actually works in any week in which the salaried employee performs any work except for the following deductions:

(A) Deductions from a salaried employee's salary may be made for any workweek in which the salaried employee performs no work.

(B) Deductions from a salaried employee's salary may be made when the employee absents himself from work for a full day or days for personal reasons, other than sickness or accident. This provision shall not prevent appropriate deductions from being made from any employee's vacation leave balance pursuant to Article 11 of this Agreement for absences of less than a day for personal reasons, other than sickness or accident.

(C) Deductions from an employee's salary may be made when a salaried employee absents himself from work for a day (or days) for sickness or accident disability in accordance with the provisions of Articles 13 and 14 of this Agreement.

(D) Deduction in a salaried employee's salary may be made for the initial or terminal week of the salaried employee if the salaried employee fails to work the entire workweek.
Disciplinary suspensions. Disciplinary suspensions may be imposed in increments of one (1) day.

Deductions may not be made from an employee's salary for absences caused by jury duty, paid military leave, or attendance as a witness pursuant to Section 14.4. However, deductions may be made from the employee's salary for any amounts received by the employee for such jury duty, military leave or attendance as a witness.

The provisions of this Section 17.3 shall be construed and applied at all times in a manner consistent with applicable provisions of the Fair Labor Standards Act and applicable rules and regulations there under.

Section 17.4. Working Out of Classification.
Employees in full-time non-seasonal D-level job classifications as listed in Appendix B who are temporarily assigned the duties of a classification assigned a higher wage rate, will be paid four percent (4%) above the employee's current rate for each hour worked in the higher class upon completing at least one (1) full workday in the higher class. Working out of class assignments are not to be used in lieu of seeking approval for filling a vacant position, nor shall it be used for the sole purpose of paying an employee at a higher class in circumvention of the requirements set forth by the Civil Service Commission.

Section 17.5. Shift Differential.
The Appointing Authority at the time of hire shall designate or assign the applicable shift for each new hire. The shift designation shall determine the shift differential for the entire shift. Only full-time, non-seasonal D-Level employees are eligible for shift differential pay. Effective with the pay period beginning December 4, 2005, shift differential shall be paid to full-time, non-seasonal E-Level employees who are assigned by the Appointing Authority to a second, third, or rotating shift.

(A) The early morning shift shall be known as the First Shift, the late afternoon shift shall be known as the Second Shift (i.e., a shift where a majority of the hours occur between 3:00 p.m. and 11:00 p.m.); and the late evening shift shall be known as the Third Shift (i.e., a shift where a majority of the hours occur between 11:00 p.m. and 7:00 a.m.).

(B) A differential in pay of fifty-two cents ($.52) per hour over the regular hourly rate shall be paid to full-time, non-seasonal employees who are assigned to work eight (8) hours on the Second Shift; a differential of sixty cents ($.60) per hour over the regular hourly rate shall be paid to full-time, non-seasonal employees who are assigned to work eight (8) hours on the Third Shift.
(C) Those employees whose regularly assigned shift is a rotating shift shall be paid a shift differential of sixty cents ($.60) per hour over the regular hourly rate for all hours worked regardless of shift. For purposes of this provision, a rotating shift is a permanent shift that is comprised of a regularly scheduled assignment on First, Second and Third shifts or any variation thereof.

(D) For purposes of computing leave with pay except for compensatory time, shift differential shall not be paid in addition to regular pay.

(E) In those divisions, departments, and offices where only one (1) shift prevails, no differential shall be paid regardless of the hours of the day that are worked.

(F) Shift differential pay shall be added to the base hourly rate prior to computing the overtime rate.

(G) Any employee who participates in a flextime program shall not qualify for shift differential pay.

Section 17.6. Service Credit.
A service credit payment shall be paid during December of each year to full-time non-seasonal employees who are in paid status or authorized leave without pay as of November 30 of each calendar year in accordance with the schedules below. The computation shall be based on years of continuous service as set forth in the following schedule and shall be based upon paid status as a full-time employee as of November 30 of the appropriate calendar year. For the sole purpose of determining service credit in this Section 17.6, years of continuous service shall include military leave without pay, leave without pay due to a City injury when the employee is receiving payments in lieu of wages from the Ohio Bureau of Workers' Compensation, and other administrative leave without pay as authorized by the Appointing Authority for activities connected with City employee relations. No service credit shall be allowed or paid to any employee for time lost for any other leave without pay or time lost as a result of disciplinary action.

Effective with the payment of December 2005, the following service credit schedule shall be used for all eligible bargaining unit employees.

Service Credit Payment Schedule

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Amount</th>
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<tbody>
<tr>
<td>More than 5 years</td>
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</tr>
<tr>
<td>More than 8 years</td>
<td>$650</td>
</tr>
<tr>
<td>More than 14 years</td>
<td>$750</td>
</tr>
<tr>
<td>More than 20 years</td>
<td>$850</td>
</tr>
</tbody>
</table>
More than 25 years of continuous service $950

Effective with the payment of December 2007, the following service credit schedule shall be used for all eligible bargaining unit employees.

**Service Credit Payment Schedule**

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 5 years</td>
<td>$600</td>
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<tr>
<td>More than 8 years</td>
<td>$700</td>
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<td>More than 14 years</td>
<td>$800</td>
</tr>
<tr>
<td>More than 20 years</td>
<td>$900</td>
</tr>
<tr>
<td>More than 25 years</td>
<td>$1000</td>
</tr>
</tbody>
</table>

**Section 17.7. Adoption Assistance Program.**

The City will continue an Adoption Assistance Program for adoptions whereby employees in full-time non-seasonal classifications with at least one year of continuous City service, may be eligible for adoption assistance up to three thousand five hundred dollars ($3,500) per adopted child. Adoption of a "special needs" child may provide for assistance up to five thousand dollars ($5,000). A "special needs" child is defined as a child qualified with special needs as described by each state agency under Title IV-E Program.

Assistance will be on a reimbursement basis for specific adoption-related expenses. Only the following items will be considered for reimbursement:

(A) Licensed adoption agency fees (including fees for placement and parental counseling);

(B) State-required "pre-placement home study" and "post-placement supervision" program;

(C) Charges for temporary foster care before placement. The foster care must be provided by an approved or licensed agency and will be limited to thirty (30) days; and

(D) Charges for domestic transportation to obtain physical custody of the adoptive child. Transportation charges must be reasonable and be for both the adoptive parents and the adoptive child.

Financial assistance payments will be made after the adoption is finalized. A written request for reimbursement must be submitted to the Director of Human Resources along with the itemized bills. Written requests must be made within ninety (90) days after the adoption is finalized. Financial assistance payments will be made directly to the employee. The Department of Human Resources may request additional documentation regarding itemized bills.
Section 17.8. Pre-Tax Dependent Care Program.
The City will continue a pre-tax dependent care program, whereby employees may set aside, on a pre-tax basis, the amount of money needed to pay for "dependent care," as defined by the Internal Revenue Service. This benefit shall be made available in accordance with, and only to the extent it continues to be authorized by, Section 129 of the Internal Revenue Code.

Section 17.9 Wage Rate Adjustment.
The City may adjust wage rates for bargaining unit employees whose rates of pay may be less than those of other employees in the same job classification due to market or operational driven reasons (e.g., reorganization, restructuring, increase in responsibilities); internal or external relevant experience; internal equity; relevant licensure, education, or certification beyond the minimum qualifications of the classification, if deemed desirable by the City; and other adjustments as deemed appropriate by the City.

Section 17.10. Regular Review of CMAGE/CWA Pay Plan (Appendix B) for Changes in Pay Grade Assignment. Beginning no later than February 1, 2007, a total of twenty-five (25) bargaining unit classifications will be selected by the Union to be reviewed to ensure that the pay plan is properly calibrated with the market and internal goals and objectives of the City. The City may survey additional classifications as part of the review at its discretion. The review will be completed by January 31, 2008. Any resulting change to pay grade assignment will be negotiated with the Union, and any unresolved issues will be resolved through interest arbitration following the procedures set forth in Section 8.2, starting with (2) under the Third Step. The parties shall bear the cost of the arbitration equally.

Section 17.11. Individual Classification Pay Grade Assignment Change. This process is intended to address those specific issues that may arise during the life of this Agreement. An Appointing Authority may request a pay grade assignment review of an individual classification when evidence indicates that the City is experiencing recruitment and/or retention issues. The Union may also bring these issues to the attention of the Appointing Authority. The Appointing Authority or designee will submit the request for review, if necessary, to the Director of Human Resources. Any recommendation for pay grade change will be negotiated with the Union, and any unresolved issues will be resolved through interest arbitration following the procedures set forth in Section 8.2, starting with (2) under the Third Step. The parties shall bear the cost of the arbitration equally.