# COLLECTIVE BARGAINING

# CONTRACT

Between

## THE CITY OF COLUMBUS

and

## AMERICAN FEDERATION OF STATE,

## COUNTY AND MUNICIPAL EMPLOYEES

## OHIO COUNCIL 8

## LOCAL 1632

**April 1, 2011 - March 31, 2014**

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## ARTICLE 1 - PURPOSE

This Contract is made between the City of Columbus, Ohio, hereinafter referred to as "City" and AFSCME, Local 1632, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to jointly as the "Union".

The objectives of this Contract are as follows:

(A) To achieve and maintain a satisfactory, stable and productive employer-employee relationship and to promote improved work performance;

(B) To foster a cooperative employer-employee relationship that will improve City government efficiency and effectiveness and provide high quality service and customer satisfaction;

(C) To provide for the peaceful adjustment of differences which may arise;

(D) To attract and retain qualified employees by providing benefits that are competitive and fair;

(E) To assure the effectiveness of service by providing an opportunity for employees to meet with the Administration through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the Charter of the City of Columbus, ordinances and resolutions of the Columbus City Council, resolutions of the Columbus Board of Health (where applicable), Civil Service Commission Rules and Regulations, State and Federal laws, and the Constitution of the State of Ohio and the United States of America; and

(F) To set forth the entire understandings and agreements between the parties governing the wages, hours, and terms and conditions of employment for those employees included in the bargaining unit as defined herein.

## ARTICLE 2 - DEFINITIONS

**"Active Service"** means being present and able to perform the duties to which an employee of the City of Columbus has been assigned.

**"AWOL"** means away without leave as defined in Section 24.1.

**"Appointing Authority"** means an individual, officer, commission, agency, board or body having the power under the Charter or Columbus City Codes of appointment to, or removal from, a position with the City.

**"Calendar Week"** means seven (7) consecutive calendar days starting on Sunday and ending on Saturday.

**"Call-Back Pay"** means pay for an unscheduled work assignment which does not immediately precede or follow an employee's scheduled work hours (this, for example, does not apply to a prescheduled early call-in or in cases of overtime authorized as an extension of a regular shift).

**"Casual Employee"** means an employee who is assigned on an on-call or as-needed basis to supplement the work force and either: averages in the aggregate less than five hundred (500) hours over the previous year; or, among whom less than sixty percent (60%) who worked one year returned for the following year.

**"Chief Steward"** means a Union representative assigned to the department by which he/she is employed and whose responsibilities are outlined in Article 6.

**"Class or Classification"** means a group of positions with the same descriptive title having similar duties and responsibilities and requiring similar qualifications and which can be distinguished from other groups of positions. There may be only one position in some job classes or classifications.

**"Class Action Grievance"** means a grievance of the type outlined in Section 11.1.

**"COBRA"** (Consolidated Omnibus Budget Recovery Act) means full-time employees who terminate City employment, or reduce their hours to part-time, may participate in continuation of specific health care benefits at their own expense pursuant to the federal COBRA provisions. For employees with less than one (1) year of City service, only comprehensive major medical and prescription drug benefits are subject to be purchased. Employees with more than one (1) year of City service are eligible for comprehensive major medical, prescription drug, dental care and vision care benefits which are subject to be purchased.

**"Compensatory Time"** means time off with pay for authorized overtime worked in lieu of salary or wages, calculated in accordance with Article 16 of this Contract.

**"Continuous Service"** means an employee's length of service as a full-time employee of the City uninterrupted by a separation from City employment; provided, however, time in unpaid status and/or part-time status shall be deducted from length of service.

**"Daily Overtime"** means premium pay at one and one-half (1-1/2) times regular pay rates for time actually worked beyond eight (8) straight-time hours or more in a workday (for example, daily overtime would apply after ten (10) straight-time hours of actual work for a normal workday of ten (10) hours).

**"Day"** means calendar day unless otherwise specified.

**"Demotion"** means a change to a classification which has a lower rate of pay.

**"Division"** means the Appropriation Unit for budgetary purposes.

**"Employee"** means any member holding a bargaining unit classification who is not 1) a uniformed employee of the Police or Fire Divisions within the Department of Public Safety; 2) an employee of the Human Resources Department; 3) an employee of the Civil Service Commission; 4) a confidential secretary of an Appointing Authority; 5) an employee who regularly works less than twenty (20) hours per week during the course of a payroll year; and 6) an employee who is in seasonal or temporary appointment.

**"Extended Illness"** means more than three (3) consecutive workdays, including the day on which the holiday is celebrated, of injury leave, sick leave and/or disability leave.

**"Floating Chief Steward"** means a Union representative not assigned to a specific department and whose responsibilities are outlined in Article 6.

**"Full-Time Employee"** means an employee who is hired to perform duties for the City according to an established work schedule which includes not less than forty (40) hours per work week and contemplates fifty-two (52) work weeks per year. "Full-Time Employee" includes employees on full-time limited appointments of one year and employees who have been employed for more than one year of consecutive full-time limited appointments.

**"Operating Unit"** means a department, division, facility or reporting location, whichever is applicable.

**"Operating Unit Seniority"** means the employee's seniority in his/her classification within the operating unit.

**"Overtime"** means time during which an employee is on duty, working for the City in excess of regularly scheduled hours of work as set forth in Article 16. Overtime applies only to that time authorized to be worked by an Appointing Authority in accordance with the provisions of this Contract.

**"Paid Status"** means employment by the City in active service or authorized leave with pay; for purposes of Article 16, paid status means time worked plus all paid leaves except for sick leave, injury leave and/or disability leave.

**"Part-Time Employee"** means an employee who is hired to perform duties for the City according to a work schedule less than forty (40) hours per five (5) consecutive calendar days, and contemplates an average in the aggregate of more than 1040 hours in a year. Part-Time Employee includes employees on part-time limited appointments of one (1) year and employees who have been employed for more than one (1) year of consecutive part-time limited appointments.

**"Pay Period"** means a two (2) calendar week period beginning on a Sunday and ending on the second Saturday thereafter.

**"Personnel Policy"** means a policy or procedure which implements and clarifies contract provisions regarding terms and conditions of employment for employees in the bargaining unit in specific sections, reporting locations, divisions or department. It does not include oral or written work direction on how to perform a specific job duty from a supervisor or manager, or the exercise of other management rights under Section 3.2.

**"Post-Training New Hires"** means an employee who has successfully completed the requisite training period, but who may not have completed his/her probationary period.

**"Pyramiding of Overtime"** means the paying of a premium rate of pay above the appropriate overtime rate.

**"Position"** means any office, employment or job calling for the performance of certain duties and the exercise of certain responsibilities by one individual. A position may be vacant, occupied part-time, or occupied full-time.

**"Reemployment"** means taking a position with the City following a break in continuous service.

**"Resignation"** means the voluntary termination of employment of an employee, or unauthorized leave for five (5) consecutive workdays.

**"Retirement"** means separation from City service which is not caused by resignation, layoff or discharge, with application for retirement benefits approved by the Ohio Public Employees Retirement System (OPERS) for an employee who (a) is sixty (60) years of age at the time of separation with at least five (5) years of service under the OPERS system, or (b) is fifty-five (55) years of age at the time of separation with at least twenty-five (25) years of service under the OPERS system, or (c) regardless of age at the time of separation, has at least thirty (30) years of service under the OPERS system, or (d) is approved for disability retirement benefits by the OPERS.

**"Seasonal Employees"** means an employee who works a certain regular season or period of the year performing some work or activity limited to that season and either: 1) averages in the aggregate less than five hundred (500) hours over the previous year, or; 2) among whom less than sixty percent (60%) who worked one (1) year returned to employment the following year.

**"Seniority"** means an employee's uninterrupted length of continuous service within the City, department, division or job classification, depending upon the issue involved.

**"Separation from City Employment"** means a termination of the employer-employee relationship and includes resignation, retirement, discharge for cause, layoff and certification termination resulting from the establishment of an eligible list. A layoff or certification termination of thirty five (35) days or less, or resignation to immediately accept another position in the employ of the City, shall not be considered a separation from City employment.

**"SERB"** means the State Employment Relations Board of Ohio.

**"Shift"** means the employee's regularly scheduled hours of work. In areas with multiple shifts or twenty-four (24) hour operations, the early morning shift hereinafter is referred to as the first shift, the late afternoon shift hereinafter is referred to as the second shift, and the late evening shift hereinafter is referred to as the third shift.

**"Steward"** means a union representative assigned to the division by which he/she is employed and whose responsibilities are outlined in Article 6.

**"Temporary Appointment"** means that definition which is contained in the Charter of the City of Columbus and related Civil Services Rules and Regulations.

**"Union"** means, for notification purposes, the current mailing address of the Local Union Hall.

**"Unpaid Status"** means time an employee is on suspension, on leave without pay or is away without leave. Leave without pay status resulting from either injury received in the line of duty, approved disability coverage, or approved activities related to City-employee relations shall not be considered to be unpaid status.

**"Vacancy**" means a position to be filled, as determined by management, that results from one of the following circumstances: (1) an employee has separated from a position and the appointing authority has decided to fill the position; (2) an increase in the total number of positions in the class; (3) a reallocation of a position as approved by the Civil Service Commission.

**"Weekly Overtime - On First Regular Day Off"** means premium pay at one and one-half (1-1/2) times regular pay rates for time worked on the employee's first regular day off after the employee has completed forty (40) hours in paid status in that work week (excluding sick leave, injury leave and disability leave).

**"Weekly Overtime - On Second Regular Day Off"** means premium pay at two (2) times regular pay rates for time worked on the employee's second regular day off after the employee has completed forty (40) hours in paid status in that work week (excluding sick leave, injury leave and disability leave). A Fourth shift employee's second regular day off will start twenty-four (24) hours immediately preceding the start of the first regular shift of the next work week. Alternative work schedules shall establish when the employee's second regular day off occurs and therefore when double time pay will apply to overtime.

**"Work Schedule"** means an employee's days of work, hours of work and days off.

**"Workweek"** means a workweek as defined in Section 16.1.

## ARTICLE 3 – MANAGEMENT RIGHTS

**Section 3.1. Relation of Contract to Other Sources of Authority.**
Nothing contained in this Contract shall alter the authority conferred by the Charter of the City of Columbus, ordinances and resolutions of the Columbus City Council, resolutions of the Columbus Board of Health (where applicable), Civil Service Commission Rules and Regulations, State and Federal laws, and Constitutions of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority, except as specifically provided in Section 11.8(A) and in Article 15 of this Contract. This Contract shall be construed as requiring City officials to follow the procedures, agreements, and policies prescribed herein, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

**Section 3.2. Statement of Management Rights.**

(A) The management and direction of work forces in the interest of maintaining and improving efficiency in all municipal operations is reserved to the City, subject to the provisions governing the exercise of these rights as expressly provided herein. Except as expressly limited by a specific provision of this Contract and except as limited by the laws referred to in Section 3.1 of this Contract, the City retains the sole and exclusive right to: (1) plan, direct and control city operations and the work of city employees; (2) hire, promote, demote, transfer (permanently or temporarily), assign, layoff, recall and retain employees in positions within the City; (3) discipline, suspend and discharge employees for just cause; (4) maintain the efficiency of City operations; (5) maintain, expand, reduce, alter, consolidate, merge, relocate, transfer or terminate work or other operations; (6) determine, create, maintain, expand, reduce, alter or abolish the means, methods, materials, processes, procedures, products, tools, equipment, locations or schedule of work or other operations; (7) determine, maintain, expand, reduce or alter employees' compensation or benefits; (8) determine, create, maintain, expand, reduce, alter or abolish new or existing jobs; (9) determine, create, maintain, expand, reduce, alter, abolish and enforce rules governing employee conduct and other operations; (10) determine, create, maintain, expand, reduce, alter or abolish hours, days or shifts of work; (11) subcontract work or other operations to outside companies; and (12) take such other actions as the City may deem necessary to carry out its mission.

(B) The enumeration of the City's rights, as set forth in this Article, shall not be deemed to exclude other rights of management not specifically set forth herein since the parties expressly agree that the City retains all legal rights to which it is entitled as an employer and retains all other rights not otherwise covered by this Contract, whether or not such rights have been exercised in the past.

**Section 3.3. Subcontracting.**

In the event that the City exercises its right to subcontract, as set forth in this Article 3, the City shall so notify the Union at least sixty (60) days prior to implementation of such subcontracted work, except that this notice requirement shall not apply in cases of (i) emergencies; or (ii) where the City could be harmed by having to comply with the sixty (60)-day notice requirement due to unforeseen circumstances. The Union may request a meeting with the Director of the Department of Human Resources or designee for discussion of the subcontracting decision. The Union shall be permitted at such meeting to provide evidence that it would be more cost effective for the City to continue to utilize employees of the bargaining unit to perform the work in question. If it is the decision of the Director of Human Resources to continue with the subcontracting decision for the work in question after the above described procedure has been completed, or in the event the City sells, conveys or leases any current operation, the City shall negotiate with the Union as to the effect on employees of the decision to subcontract work or to sell, convey or lease the operation. However, such effects bargaining shall not delay or otherwise affect the City's right to sell, lease, convey or subcontract under this Article 3.

## ARTICLE 4 - RECOGNITION

**Section 4.1. Recognition.**

(A) The City hereby agrees to recognize the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in any and all matters relating to wages, hours, and working conditions of all employees in the bargaining unit as described in Appendix A.

(B) The Union hereby agrees to abide by the procedures and policies as set forth in this Contract.

(C) The Union shall provide to the Director of the Department of Human Resources or designee an official roster of its officers and representatives that is to be kept current at all times and to include the following:

(1) Name.
(2) Address.
(3) Home telephone number.
(4) Division.
(5) Immediate supervisor.
(6) Union office held.

**Section 4.2. Bargaining Unit.**

(A) The bargaining unit means that group of City of Columbus employees meeting the definition of a public employee pursuant to Section 4117.01 of the Ohio Revised Code, serving in class titles included in Appendix A attached hereto, and who are not: 1) uniformed employees of the Police or Fire Divisions within the Department of Public Safety; 2) employees of the Human Resources Department; 3) employees of the Civil Service Commission; 4) confidential secretaries of the Appointing Authorities; 5) employees who regularly work less than twenty (20) hours per week during the course of a payroll year; and 6) employees who are in seasonal or temporary appointments.

(B) If a dispute occurs between the City and the Union as to the inclusion or exclusion of a classification from the bargaining unit, the parties will discuss the matter and, if they are unable to reach agreement thereon, the parties agree to submit the dispute to arbitration pursuant to the provisions of Section 11.5, Step 3.

Should another employee representative express an interest to the City to represent employees to be assigned to the disputed classification, and file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of the disputed classification from its bargaining unit, the City will notify the Union (AFSCME) upon receipt of the petition from

SERB. If the Union (AFSCME) so desires, it may file a Motion to Intervene with SERB to represent employees to be assigned to the disputed classification.

**Section 4.3. Job Classifications.**

The City shall make available to the Union copies of classification specifications for all classifications in the bargaining unit. Any changes in Civil Service rules shall be provided to the Union at the earliest possible time prior to the effective date of such changes.

The City, through the Civil Service Commission (CSC), may create, modify, or merge classifications and place abolished classifications in moratorium. The CSC will provide the Union with copies of proposed classification specifications, whether newly created, merged or modified at least fourteen (14) days before the Commission meeting where the proposed classification specifications will be on the Commission agenda.

Additionally, the Department of Human Resources will determine a proposed pay range for the affected classifications and shall notify the Union. Should the Union dispute the proposed pay recommendation of the City it shall request to bargain. Negotiations shall not exceed thirty (30) days. If the parties are unable to resolve their differences through negotiations, they shall submit unresolved issues through arbitration pursuant to Section 11.5, Step 3, of this Contract. The matter shall be submitted to a mutually agreed upon arbitrator knowledgeable in classification and compensation matters.

## ARTICLE 5 - UNION SECURITY AND RIGHTS

**Section 5.1. Dues Deduction.**

(A) The agreement of membership between the Union and the members should determine the manner in which Union dues shall be deducted from the payroll. Members of the Union or an employee who authorizes deductions may withdraw from the payment of dues, initiation fees, and assessments during the thirty (30) to forty-five (45) day period prior to the expiration of this Contract or after the stated expiration of this Contract (without regard to extensions) and prior to the commencement of a new Contract by giving written notification by Certified Mail to the Director of the Department of Human Resources or designee and the Union twenty (20) days prior to the effective date of the revocation.

(B) The City agrees to deduct Union membership dues once each month from the pay of any employee requesting same. If a deduction is desired, the employee shall sign a payroll deduction form, which shall be furnished by the Union and presented to the appropriate payroll clerk within sixty (60) days of the date of signature.

(C) The amount to be deducted shall be certified to each payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given each payroll clerk prior to making any changes in an individual's dues deduction. The City agrees to furnish the Comptroller of AFSCME Ohio Council 8 a warrant in

the aggregate amount of the deduction with a listing of the employees for whom deductions were made.

(D) Authorization for payroll deduction is not compulsory and employees who voluntarily sign authorization cards do so with full and complete knowledge that what they are doing is only one (1) method of paying their Union dues. The City shall in no way influence or attempt to influence members of the Union in their payment of dues by payroll deduction.

(E) Deductions under this Section 5.1 shall be made during one (1) pay period each month; if a member's pay for the period is insufficient to cover Union dues after withholding all other legal and required deductions, the City will make a deduction from the pay earned during the next pay period. In the event a deduction is not made for a member during any particular month, the City, upon verification from the Union, will make the appropriate deduction in the following month.

(F) The deductions made under this Section 5.1, accompanied by an alphabetical list of all employees, shall be transmitted to the Union no later than ten (10) days following the end of the pay period in which the deduction is made, if so approved by the City Auditor.

(G) The procedure for dues deduction as specified in this Section 5.1 shall be approved by the City Auditor, and the Auditor reserves the right to determine the authenticity of any dues deduction authorized herein.

(H) The City shall provide the Union with an alphabetical list of names and addresses of all bargaining unit employees, including hire date and classifications, on July 1 of each calendar year. The Director of the Department of Human Resources or designee will receive an alphabetical list of all employees who do not utilize the dues deduction in the payroll system but pay directly to the Union. This list will be provided to the Director of the Department of Human Resources or designee on July 1 of each calendar year.

**Section 5.2. Fair Share.**

(A) All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment.

(B) All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the effective date of this Contract, whichever is later. The fair share fee shall be certified to the City Auditor by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require written authorization for payroll deduction.

(C) Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided in Section 5.1. The City Auditor shall provide the Union with an alphabetical list of names, social security numbers, and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

(D) The Union expressly agrees to ensure full compliance with the constitutional rights of fair share fee payors as set forth in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) and other Sixth Circuit and United States Supreme Court decisions. Upon giving notice to the City of changes in the fair share fee, the Union will advise the City in writing of the steps it has taken to ensure continued compliance with the constitutional rights of fair share fee payors as set forth in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) and other Sixth Circuit and United States Supreme Court decisions, and will give the City reasonable access to information to enable the City to verify that the Union's fair share fee procedures comply with applicable Sixth Circuit and U.S. Supreme Court decisions.

(E) Disputes between fair share fee payors and the Union regarding fair share fees shall be processed under the Union's internal dispute resolution procedure and are not subject to the grievance and arbitration procedure of this Contract.

**Section 5.3. Union Indemnification.**

The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings commenced by an employee against the City arising out of deductions made by the City pursuant to this Article.

**Section 5.4. Precedence of this Contract.**

The City agrees not to enter into any agreement or contract with City employees covered by this Contract, individually or collectively, that in any way conflicts with the terms and provisions of this Contract. Any such agreements shall be null and void.

**Section 5.5. Bulletin Boards.**

(A) The City will erect bulletin boards for exclusive use by the Union and place them in appropriate locations. Notices shall be restricted to the following:

(1) Notices of Union elections;

(2) Notices of Union meetings;

(3) Notices of Union appointments and results of Union elections;

(4) Notices of Union recreational and social affairs; and,

(5) Such other notices as may be mutually agreed upon.

(B) Any change in the location of such bulletin boards shall be approved by the Appointing Authority and the Union President or their designated representatives.

(C) Notices of announcements shall not contain anything political or controversial or anything reflecting upon the City, any of its employees or any labor organization among its employees. No material, notices or announcements, which violate the provisions of this Section 5.5 shall be posted. The Director of the Department of Human Resources or designee and the Union President shall be responsible for dealing with violations of this Section 5.5.

**Section 5.6. Solicitation of Membership.**
Solicitation of membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned; provided, however, that a representative from the Union shall be permitted to attend any established City, department or division orientation sessions for new hires into the bargaining unit for the purpose of making a presentation on behalf of the Union.

**Section 5.7. PEOPLE Checkoff.**
The City of Columbus will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the wages of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the City by the Union. Money deducted shall be remitted to the Union no later than ten (10) days following the end of the pay period in which the deduction is made, if so approved by the City Auditor. Payment shall be made to the Treasurer of PEOPLE and transmitted to Ohio Council 8, AFSCME, AFL-CIO, 6800 North High Street, Worthington, Ohio 43085. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time.

The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

## ARTICLE 6 - UNION OFFICERS, STEWARDS AND REPRESENTATIONS

**Section 6.1. Authorized Union Representatives.**
Employees of the City who will be recognized as representatives of the Union and who will be authorized to conduct union business on City time as specified in this Article 6 shall be limited to the following:

**Union President**

**Union Vice-President**

**Chief Stewards** - This category of Union representatives shall consist of nine (9) individuals to be selected by the Union President. These nine (9) individuals shall include two (2) Floating Chief Stewards. The Floating Chief Stewards shall have authority to represent the Union in all Departments of the City only in the absence of a designated Chief Steward. The other seven (7) Chief Stewards will be limited to representing bargaining unit employees in the following department groupings:

1 from the Department of Public Safety
1 from the Department of Public Service
1 from the Department of Public Utilities
1 from the Department of Recreation and Parks
1 from the Department of Development
1 from the Departments of Technology and Finance and Management; and the Offices of the City Auditor, Treasurer, and City Attorney (to be selected from among the employees in these areas)
1 from the Department of Building and Zoning Services

The Chief Stewards for each of the above-listed seven (7) department groupings shall be employed in the Department or Department group they are representing.

**Stewards** - This category of Union representative shall consist of thirty-eight (38) individuals to be selected by the Union President from among the bargaining unit employees in the following departments and in the numbers specified below for each department(s)/division(s):

Departments of Technology and Finance and Management; and the Offices of the City Auditor, Treasurer, and City Attorney

1 Steward - Technology, Auditor, Treasurer,
Finance and Management and City Attorney
1 Steward – Facilities Management
3 Stewards – Fleet Management

Department of Public Safety

2 Stewards - First Shift
1 Steward - Second Shift
1 Steward - Third Shift

Department of Public Service

1 Steward – Parking Violations Bureau
3 Stewards – Refuse Collection
7 Stewards – Planning and Options
Mobility Options
Design and Construction

Department of Public Utilities

2 Stewards - Power and Water (Power)
5 Stewards - Sewerage & Drainage
7 Stewards - Power and Water (Water)

Department of Recreation & Parks

3 Stewards

Department of Development

1 Steward

The Stewards for each of the above-listed departments/divisions shall be employed in the department/division they are representing.

The names of all Union officers, Chief Stewards and Stewards and the particular departments/divisions each of them represents shall be furnished to the Director of the Department of Human Resources or designee and the Appointing Authority or designee by the Union. This list shall be kept current by the Union at all times. If a Chief Steward or Steward's name is not listed, he/she will not be recognized as an authorized Union representative and will not be accorded the privileges of those positions as set forth in Section 6.2 below.

**Section 6.2. Union Business that Authorized Union Representatives may Conduct on City Time.**

Authorized Union representatives as defined and limited by Section 6.1 shall be permitted to conduct the following Union business on City time, subject to the scheduling provisions of Section 6.3.

**Stewards** - Stewards shall be limited to investigating grievances or alleged grievances raised by employees of the bargaining unit at their work location. Stewards may also draft, review and refer grievances to their Chief Steward for filing and further processing. The Stewards may not conduct any other Union business on their work time or the work time of the employee(s) seeking assistance with a grievance. Stewards may not leave their assigned work location to conduct any of the Union business as referenced in this paragraph (they may not, for example, go to the Union Hall to research or investigate a grievance).

**Chief Stewards** - Chief Stewards shall be limited to the following matters. Only one (1) Chief Steward may be present at any of the events enumerated in (1) through (7) below, unless they are a witness or a grievant.

(1) Investigate and draft grievances in those work areas that do not have a Steward on site or when the assigned Steward is absent;

(2) Review all grievances drafted by subordinate Stewards and file all grievances at Step 1;

(3) Attend, as the Union's representative, Steps 1 and 2 grievance hearings;

(4) Attend investigatory interviews of the employee who is the focus of the investigation provided under Article 10.

(5) Attend other meetings at the specific request of an employee where the employee reasonably believes the meeting may lead to disciplinary charges;

(6) Attend disciplinary hearings conducted under Article 10 with the Union President; and

(7) Respond to extreme emergencies involving the health or safety of a bargaining unit employee.

Conducting investigatory interviews of the employee who is the focus of the investigation pursuant to Article 10 shall be coordinated with a Union representative if requested by the employee. Step 1 grievance hearings shall be coordinated with the Chief Steward. The Chief Steward for each department shall be limited to handling the above matters within his/her assigned department. The Floating Chief Steward(s) may also provide coverage for a Chief Steward in the event of unavoidable conflicts or leaves of absences of a Chief Steward.

Time spent by a Chief Steward or Steward conducting Union business outside their regularly scheduled duty hours shall not be considered time worked for any purpose, nor shall it be compensated by the City in any way. Time spent by employees meeting on Union business outside their regularly scheduled duty hours shall not be considered time worked for any purpose, nor shall it be compensated by the City in any way (for example, time spent by a third shift employee meeting with a Chief Steward in his/her department on first shift).

**Union Vice President** - The Union Vice President shall conduct second (2) step grievance hearings; act in the place of the Union President or Chief Stewards, as needed; attend labor/management meetings and other related functions.

Union business, other than that mentioned above, shall not be conducted by a Steward or any other employee on City time. Union business that is specifically permitted by this Contract to be conducted on City time shall be scheduled to minimize interference with the work assignment of the Chief Steward, Steward or any other employee.

**Section 6.3. Procedures for Scheduling, Approving and Monitoring Time Off to Conduct Union Business.**

Union business, other than that specifically mentioned in this Article 6, shall not be conducted on City time. No Union matter of an internal nature shall be conducted during duty hours or overtime work. Only the Chief Steward may respond to matters involving extreme emergencies affecting the health or safety of a bargaining unit employee.

Union business, which is specifically permitted by this Article 6 to be conducted on City time by the Union's representatives as defined in this Article 6, shall be scheduled to minimize interference with the work assignment of the Steward, Chief Steward and/or employee being assisted. This will be accomplished by requiring a Union representative to complete a Request for Leave for Union Business Form (see Appendix D) before attending to Union business on City time (regardless of whether attending to the Union business requires the Union representative to leave his/her work location). Responding to short telephone inquiries or in-person conversations initiated by others shall be the only exception to the prior approval requirement (although such time shall be reported in the aggregate at the end of the day on a Request for Leave for Union Business Form). This form shall specify the Union activities, which are within the particular Union representative's jurisdiction with which to deal (as specifically provided in this Article 6). The form shall be submitted as far in advance as possible to the Union representative's designated management representative for approval before attending to Union business. In addition, the Union representative shall contact the designated management representative of the employee seeking assistance to schedule an appropriate time to discuss Union business, with due regard to the demands of the workplace if such assistance is provided during the duty hours of the employee involved. In the event of a bona fide emergency where it is impracticable for the Union representative to submit the Request for Leave for Union Business Form in advance, such form shall be completed and submitted immediately after attending to such emergency situation, with an explanation of the emergency circumstances involved and the time spent attending to them.

Union business leave shall be submitted to payroll as is the case with any other leave form, and shall be tracked in the payroll accounting system like any other leave of absence. The Union President and the Director of Human Resources or designee shall both be provided with periodic reports by the City Auditor's Office through the payroll system of the time spent on union business leave by individual stewards and chief stewards.

Any alleged abuse of this Section 6.3 or of Article 6 by the City or the Union shall result in an immediate meeting between the Director of Human Resources or designee and the Union President.

**Section 6.4. Access to Work.**

The Chief Steward, a representative of Ohio Council 8, and the President or Vice-President of the Union may consult employees in the assembly area before the start of and at the completion of the day's work. With the approval of the Director of Human Resources or designee and notification to the Division Administrator, these same individuals shall be permitted access to work areas solely for the purpose of adjusting grievances, assisting in the settlement of disputes or carrying into effect the provisions and aims of this Contract. This privilege is extended subject to the understanding that such access will not in fact interfere with work time or work assignments. Any suspected abuse of these privileges shall be resolved through a meeting of the City and the Union.

**Section 6.5. Privileges of the Representative of Ohio Council 8 and Union President and Vice-President.**
The representative of Ohio Council 8, and the President and Vice-President of the Union shall have the privileges accorded to a Chief Steward by this Contract. Any suspected abuse of these privileges shall be resolved through a meeting of the City and the Union.

**Section 6.6. Transfer of Union Representatives.**
Stewards, Chief Stewards and Union officers shall not be assigned or transferred to a new location unless suitable and satisfactory reasons exist to warrant such an assignment or transfer. Such reasons will be discussed with the Union President in advance by the Appointing Authority or designee.

**Section 6.7. Release Time for Union Conventions, Seminars.**
Union business leave with pay shall be granted for up to eight (8) persons from Local 1632 to attend Union seminars, Union conventions or educational seminars. Such leave shall not exceed four hundred (400) hours collectively per calendar year and shall be permitted with the prior approval of the Director of Human Resources or designee. Request for such leave shall be submitted well in advance using the Request for Leave for Union Business Form (see Appendix D). Further, joint trainings and the number of Union representatives attending said joint training must be agreed upon by the City and the Union and shall not be charged to Union leave.

**Section 6.8. Release Time for Union President and Vice-President.**
The President and Vice-President of Local 1632, upon election to their post and as long as they continue in that post, will be permitted to devote their full time during the workweek to Union matters while continuing in their City job classification(s). The Union President's and Vice-President's entitlement to their hourly wage, fringe benefits and seniority accrual will continue as though they were performing their normal job-related duties. The President and Vice-President of Local 1632 will not, however, be eligible to receive overtime or holiday-worked pay.

**Section 6.9. Release Time for Union Bargaining Team.**
Prior to the first session of negotiations, the City's Chief Negotiator will meet with the Presidents and Vice-Presidents of Locals 1632 and 2191 to determine the size and composition of the Union's negotiation team. Union bargaining committee members who participate in negotiations with the City shall be paid for time lost during regular working hours to attend such meetings.

**Section 6.10. Special Union Leave Without Pay.**
Upon request of the Union, the City will place up to two (2) full-time Union representatives on administrative leave without pay for periods not to exceed one (1) year.

**Section 6.11. Proper Authorization for Release Time Required.**
The privileges listed above do not authorize any Union representative to be absent from his/her job or work without proper notification to and authorization from a designated management representative and any other authorization required under this Article, which authorization will not be unreasonably withheld to delay the Union's compliance with time deadlines.

## ARTICLE 7 - JOINT LABOR-MANAGEMENT COMMITTEES

**Section 7.1. Quality of Working Life Program.**

(A) Purpose. The Quality of Working Life Program is a way to provide an opportunity for discussion, experimentation, and improvement of all areas of the City. It is designed to help employees better understand the function of municipal services and the relationship between these services and the employee's role in maintaining, delivering and developing those services. Effective and efficient public service is a responsibility shared by employees and management; and increased sharing of these responsibilities will engender better public service. The City and Union incorporate by reference the Memorandum of Mutual Trust dated July 1984.

(B) QWL City-Wide Committee. A City-Wide Quality of Working Life Committee (the "Committee") is responsible for defining and interpreting the procedures used within the Quality of Working Life Program. Membership on this Committee is restricted to the following: the Mayor or designee, the City's Chief Negotiator or designee, the Director or designee of each department participating in the QWL Program, the Regional Director of AFSCME, Ohio Council 8 or designee, the President of Local 1632 or designee, the President of Local 2191 or designee, and one Union representative from each department participating in the QWL program.

(C) QWL Subcommittees. The Committee may establish Quality of Working Life subcommittees in reporting locations with bargaining unit employees. Membership on these subcommittees will conform to rules of membership established by the City-Wide QWL Committee. These subcommittees may propose improvements or modifications specifically confined to their reporting location. All such proposed modifications are subject to approval by the City-Wide QWL Committee.

(D) Scope of QWL Program. Neither the Committee or any subcommittee shall have authority to change or abridge the intent or spirit of contractual provisions which prevail through this Contract. Further, disputes which have been submitted through the grievance procedure shall be beyond the scope of the QWL Program.

**Section 7.2. Health and Safety Committee.**

(A) General.

(1) There shall be a Joint Labor-Management Health and Safety Committee. The Union representatives shall be selected by the Local Union President.

(2) The Joint committee shall request the Occupational Safety and Health Programs Administrator or the City's Occupational Health and Safety Program to perform the following functions, as needed:

(a) Make or cause to be made periodic inspections of the various work locations when necessary.

(b) Make recommendations for the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful practices.

(c) Upon specific request, review and analyze reports of work-related injury or illness, investigate causes of same, and recommend rules and procedures for the prevention of accidents and disease and for the promotion of health and safety of employees.

(d) Promote health and safety education.

(e) Request that the Safety Office investigate any worker exposure to potentially dangerous substances, fumes, noise, dust, etc.

(f) Receive in writing the identification of any potentially toxic substance to which the workers are exposed together with material data sheets, if any, upon specific request.

(3) The City shall keep minutes of all meetings and provide Union representatives with copies.

(4) The City shall pay Union members of the Committee at their regular rate for all time spent on Committee business, including time spent in meetings and training.

(5) The Committee may ask the advice, opinion and suggestions of experts and authorities on safety matters. The Committee shall have the right to call to the work location such experts and authorities, as well as International Representatives of the Union, and they shall be permitted to make such examinations, investigations and recommendations as shall be reasonably connected with the purposes of the Committee.

(6) The City and Union committee co-chairs are responsible for creating the meeting agenda. Provided there is a specific agenda, the Committee shall meet bi-monthly, unless the parties agree to meet at different times. The agenda shall be distributed to committee members at least seven (7) days prior to committee meetings. The City and Union commit to having the human resources, health and safety personnel and Union officers present at committee meetings who have the information and authority to resolve agenda items.

(7) Any safety emergency shall be immediately reported to Department or Citywide safety personnel.

(B) Health and Safety. The safety of employees is a mutual concern of the City and the Union. The Union will cooperate with the City in encouraging employees to observe applicable safety rules and regulations.

(1) It shall be the exclusive responsibility of the City to provide for the safety of its employees by providing safe work conditions, safe work areas, safe work methods and appropriate safety equipment when such equipment is required in connection with the employee's job duties.

(2) The City retains the exclusive responsibility to provide a safe and healthful work place and conditions of employment.

(3) To the extent the Union has acquired certain participatory rights in the preceding subparagraphs of Section 7.2; it is not the intent of the parties to diminish the City's exclusive responsibility or to make the Union and/or its officers, agents, or representatives liable for any employee's job-related injury, illness or death.

(4) During the term of this Contract, the City may form a city-wide labor–management committee. If such a committee is formed, Union membership shall be proportionate to the membership of each respective participating bargaining unit. City members of the committee shall not exceed the total number of union members. Once such a committee is operational it shall replace the current committee.

(5) Employees shall have the right and responsibility to report unsafe equipment and/or working conditions first to their designated person at each work location and then to a representative of the city-wide safety office.

**Section 7.3. General Labor-Management Meetings.**
The parties agree to continue the Joint Labor\Management Committee. The City agrees to meet with the Union upon request to discuss matters of mutual interest relating to the employees covered by this Contract. The Union shall be entitled to not more than five (5) representatives with no loss of pay to attend the meeting.

**Section 7.4. Insurance Committee.**
The parties agree to continue the joint labor-management insurance committee to provide a forum to discuss concerns regarding insurance. The committee will meet when the Union or the City requests such a meeting. During the term of this Contract, the City may establish another joint labor-management insurance committee and invite members of other bargaining units to participate. If other bargaining unit representatives agree to participate then union membership shall be in proportion to the size of the bargaining units participating. Upon the operation of the new committee, the current committee shall cease to exist. The number of City representatives on the committee shall never exceed the total number of Union representatives.

**Section 7.5. Civil Service Committee.**
The Union will continue to meet with representatives of the Civil Service Commission and the Director of Human Resources or designee on a periodic basis to discuss matters of mutual concern.

During the term of this Contract the parties will meet to discuss specific proposals and concerns regarding transfers, layoffs, and/or promotions. Either party may bring to the bargaining table, in the bargaining of a successor contract, recommendations regarding these three (3) topics.

## ARTICLE 8 - CENTRAL WORK RULES AND PERSONNEL POLICIES

**Section 8.1. Establishing.**
The City will establish and, from time to time, revise Central Work Rules and personnel policies; such rules shall not be in conflict with this Contract. Such rules and policies shall be uniformly applied and any work rules made by individual departments or divisions shall not be in conflict with the Central Work Rules and personnel policies.

**Section 8.2. Posting.**
When existing Central Work Rules and personnel policies are changed or new Central Work Rules and personnel policies are established, the appropriate parties will be notified. The City shall furnish the Union with a copy of the changed or new rule or personnel policy at least fifteen (15) days prior to the effective date. In an emergency situation, the Union will be given immediate notice of the affected changes. The changed or new Central Work Rule or personnel policies shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days before becoming effective unless an emergency situation requires Central Work Rules or personnel policies to become effective immediately.

**Section 8.3. Notification.**
The City will furnish each affected employee of the bargaining unit with a copy of all Central Work Rules and personnel policies within thirty (30) days after they become effective. Upon request, all Central Work Rules and personnel policies will be available for employees to view. New employees shall be provided with a copy of the Central Work Rules and personnel policies at the time of hire.

**Section 8.4. Enforcement.**
Employees shall comply with all Central Work Rules and personnel policies. Such rules and policies shall be uniformly applied and uniformly enforced.

**Section 8.5. Grievance.**

(A) Any unresolved complaint as to the reasonableness of any new or revised Central Work Rule or personnel policy or any complaint involving discrimination in the application of any Central Work Rules or personnel policies shall be resolved through the grievance procedure as outlined in Article 11.

(B) If a grievance concerning the unreasonableness of a new or revised Central Work Rule or personnel policy results in a modification or elimination of that Central Work Rule or personnel policy, the employee shall be made whole for any and all actions taken as a result of an infraction of that Central Work Rule or

personnel policy, to the extent specified in the settlement or arbitration award disposing of such grievance.

**Section 8.6. Distribution.**
The City shall maintain a mechanism for global availability of Central Work Rules and personnel policies.

## ARTICLE 9 - NO DISCRIMINATION OR COERCION

**Section 9.1. No Discrimination (EEO).**

(A) In accordance with applicable law, the provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, sexual orientation, veteran status or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Contract.

(B) Sexual harassment shall be considered discrimination under this Article. Sexual harassment as prohibited by this Article shall be defined and governed in accordance with applicable state and federal laws, and includes any unwanted sexual attention.

**Section 9.2. No Discrimination (Union Membership, Activity and Representation).**

(A) The City recognizes the right of all eligible employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the City agrees there shall be no discrimination, interference, restraint, coercion or reprisal by the City against any employee as a result of Union membership or the lawful activity of any member acting in an official capacity on behalf of the Union.

(B) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce any employee in an effort to recruit membership in the Union.

(C) In filling job vacancies, the City agrees that any Union members appearing on a properly certified Civil Service Commission eligible list shall not be discriminated against as a result of such Union affiliation.

**Section 9.3. No Discrimination (Application of Contract and Work Rules).**
The City will not discriminate among employees in the bargaining unit in the application of the terms of this Contract or in the application of City work rules.

## ARTICLE 10 - DISCIPLINARY PROCEDURE

**Section 10.1. Investigation.**

(A) When an Appointing Authority or designee acquires knowledge which may lead to disciplinary action against an employee or employees, the Appointing Authority or designee shall begin an investigation as soon as possible. The Appointing Authority or designee shall investigate all complaints against employees, whether complainant is identified or anonymous.

(B) The investigation shall be thorough and complete, and may include, but is not limited to, interviewing possible witnesses, including other bargaining unit members, and locating and researching any relevant documents. Any employee who may be a focus of the investigation may be interviewed as part of the investigatory process, in which event he/she may, upon request, have a Union representative present during that interview. If a Union representative is not available, and the employee desires a Union representative be present, the interview will be rescheduled within a reasonable period of time to permit the Union to be present. Interviews will be conducted in private.

(C) The investigation must be concluded within a reasonable length of time, not to exceed thirty (30) days, except for those situations set forth in Section 10.8.

(D) Investigatory interviews or meetings conducted by the Internal Affairs Bureau and the Division of Police will be subject to tape recording.

**Section 10.2. Notice to Union After Completion of Investigation.**
After the investigation has been completed, the Appointing Authority or designee will notify the Union of the results of the investigation. This notice shall be provided on a form agreed upon by the parties, notifying the Union of one of the following results:

(A) Counseling, which may be oral or written, is not considered disciplinary action; or

(B) Issuance of an oral reprimand; or

(C) Issuance of a written reprimand; or

(D) Notice that the Appointing Authority intends to bring disciplinary charges against the affected employee(s); or

(E) Notice that the Appointing Authority intends to end the investigation with no further action.

Said notice shall be provided to the Union as soon as practicable, but no later than thirty (30) days after the Appointing Authority or designee gained knowledge of alleged misconduct by any employee, or at the conclusion of a criminal investigation or investigation of other allegations

that local, state, or federal laws or executive orders of the Mayor, have been violated, or at the conclusion of criminal proceedings if criminal charges are filed against the employee.

The Notice of Results of Investigation (i.e., Summary of Investigation) shall contain the facts surrounding the incident that was investigated.

**Section 10.3. Service of Disciplinary Actions.**

(A) If, disciplinary charges are brought against any employee after the investigation has been completed, they shall be furnished to the employee in writing on a form agreed upon by the City and the Union and signed by the Appointing Authority or designee within ten (10) days after notice to the Union that the investigation has been completed. A copy of such form shall be given to the Union President ten (10) days prior to the hearing. Failure to provide a timely notice to the President shall not result in the charges being dismissed. The Union shall be notified of the time and location of the hearing on the disciplinary charges and shall have the right to attend said hearing for the purpose of representing the employee and/or to protect the integrity of this Contract.

(B) Oral and written reprimands, signed by the Appointing Authority or designee, shall be furnished to the employee in writing on a form agreed upon by the City and the Union within ten (10) days after notice to the Union that the investigation has been completed. (See Appendix D.)

(C) When reasonable, the Appointing Authority or designee will serve disciplinary charges to the employee by personal service. If the employee cannot reasonably be served in person, the Appointing Authority or designee may serve disciplinary charges by regular U.S. mail and certified mail to the last home address furnished by the employee(s) to the Appointing Authority or designee.

(D) Mail service shall be deemed complete three (3) days after mailing the disciplinary charges or reprimand to the employee's home address.

**Section 10.4. Hearing on Disciplinary Charges.**

(A) A hearing on the merits of the disciplinary charges shall be conducted by the Director of the Department of Human Resources or designee within thirty (30) days from the delivery of the charges to the employee. All hearings will be conducted in a fair manner, and the designated hearing officer will not assume the role of prosecutor in disciplinary hearings.

(B) If an Appointing Authority or designee brings disciplinary charges against an employee as a result of an investigation prompted by a complaint, the complainant will be called to testify at the hearing if reasonably possible, unless there is sufficient independent evidence to prove the charges by a preponderance.

(C) The results of said hearing shall be in writing and given to the employee, with a copy sent to the Union President, within twenty (20) days of the hearing.

(D) For purposes of Article 10, disciplinary action which may be taken as a result of a disciplinary hearing may be an oral reprimand, a written reprimand, suspension and/or demotion or termination. Discipline shall be commensurate and progressive. Discipline shall be only for just cause.

(E) The City and the Union shall each be granted one (1) continuance of the scheduled disciplinary hearing, if requested not less than one (1) work day prior to the hearing. Additional continuances may be granted by mutual consent between the Director of Human Resources or designee and the Union President or his designee in writing. Continuances shall not be unreasonably withheld. Thereafter, the City may order an employee to attend a disciplinary hearing, and if the employee refuses, the City may hold the hearing in the employee's absence.

**Section 10.5. Disciplinary Grievances.**

If the Union is not satisfied with the results of the hearing, the Union may appeal this determination to Step 2 of the grievance procedure, together with any alleged violations of administrative procedures and time limits set forth in this Article. The Step 2 grievance meeting shall be a meeting not a hearing; it is not the purpose of the Step 2 grievance meeting in discipline cases to conduct a new review of the evidence and testimony, but rather to review the case based on information and evidence developed through the disciplinary hearing conducted pursuant to Section 10.4. Only evidence and/or information that was not available at the time of disciplinary hearing will be independently reviewed.

**Section 10.6. Leave Forfeiture or Fine in Lieu of Suspension.**

The designated hearing officer, after having found an employee guilty of one or more of the disciplinary charges, may make a recommendation as to the appropriate level of discipline. Should this recommendation be a suspension, the Hearing Officer may make a written offer to the employee that the employee forfeit up to one hundred twenty (120) hours of accrued vacation or compensatory time, provided the employee has sufficient vacation and/or compensatory time balances at the time the offer is made. Fines in an amount of one (1) to three (3) days only for violations of Central Work Rule number 5 (Attendance) or any future Central Work Rule addressing attendance may be offered by the Hearing Officer. If the employee agrees to the fine or forfeiture, such accrued leave shall be one (1) hour of accrued leave or fine for each one (1) hour of the proposed suspension. Accepting a fine or the type of leave (vacation or compensatory time) shall be the employee's choice. The fine or forfeiture of the leave shall constitute corrective/disciplinary action of record, shall be accordingly noted in the employee's personnel file, and shall constitute the final resolution of the departmental charges, which resolution shall not later be subject to challenge by the employee or the Union under the grievance procedure or in any other forum. If the employee chooses to accept the Hearing Officer's written offer, the Hearing Officer shall acknowledge the employee's acceptance of the offer in writing. Should the Hearing Officer choose not to offer this option or should the employee reject the offer, appropriate disciplinary action shall be imposed.

**Section 10.7. Length of Time Prior Discipline may be Considered.**

Oral reprimands may be considered in connection with subsequent disciplinary action for a period of one (1) year. Written reprimands may be considered in connection with subsequent disciplinary action for two (2) years. Any other form of disciplinary action may be considered in connection with subsequent disciplinary action for a period of three (3) years. After the

expiration of the periods specified above, such disciplinary action shall not be used as a basis for any further disciplinary action.

**Section 10.8. Exceptions/Extensions to Time Deadlines.**

(A) If an investigation requires more time to complete, the parties may agree to extend the time period. Such extensions shall not be unreasonably withheld by the Union.

(B) The time constraint provisions of this Article shall not be applicable when actions of a criminal or conspiracy nature or when alleged violations of other local, state or federal laws, or Mayor's executive orders, warrants extensive investigation, or upon mutual consent of the parties.

(C) If an employee is off duty on approved or unapproved leave, the time limits for investigation, delivery of charges, hearing and results of hearing shall automatically be tolled. The parties may agree to extend any of the time lines in Article 10.

## ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURES

**Section 11.1. Definition and Purpose.**

(A) The prompt presentation, adjustment and/or answering of grievances is in the interest of sound relations between employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.

(B) A "grievance" is defined as a complaint arising under and during the term of this Contract raised by an employee or the Union against the City alleging that there has been a violation, misinterpretation or misapplication of an express written provision of this Contract.

(C) A grievance classified as a "class action grievance" must contain the following, in addition to the requirements of Section 11.4:

(1) A community of interest shared by two or more employees; and

(2) The classification of grieving employees; and

(3) The identity of who will represent the grievants at hearings,

(D) Counseling is not grievable. Oral reprimands shall be grievable through Step 1. Written reprimands issued by an appointing authority or designee shall be grievable beginning at Step 1 through Step 2.

**Section 11.2. Who may File a Grievance, Exclusivity of Remedy.**
Grievances can be initiated by the Union or an aggrieved employee, except as otherwise provided in this Contract (see Section 11.8(A) for special rules on disciplinary grievances). Except as may be specifically provided elsewhere in this Contract, the grievance procedure shall be the exclusive remedy available to the Union and to employees to redress alleged violations of this Contract. Nothing in this Grievance and Arbitration Procedure shall deny members any rights available at law to achieve redress of their legal rights, including the right of redress in another forum. However, once a member elects to seek redress in another forum, the member is thereafter denied the right to file or proceed further through the steps of the Grievance and Arbitration Procedure. Further, any relief obtained by the member under this Contract shall be rescinded and shall not continue to be performed or provided to the extent that the results achieved by the member in another forum is either inconsistent with the result achieved under this Contract or is cumulative and redundant of the result achieved under this Contract.

**Section 11.3. Time Limits.**

(A) A grievance must be filed in writing within fourteen (14) days after the occurrence of the first event giving rise to the grievance, or within fourteen (14) days after the Union or the affected employee(s), through the use of reasonable diligence, could have known of the first event giving rise to the grievance. If a grievance is not presented within this fourteen (14) day filing deadline, it will be considered "waived" and may not be pursued further by the aggrieved employee(s) or the Union.

(B) If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Step 1 answer. Failure at any step of this procedure to hold a hearing or meeting or communicate a decision on a grievance within the specified time limits shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step.

(C) The time limits prescribed in the following steps in this Article may be extended at any time by mutual consent of the parties involved. Similarly, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent must be indicated in writing and signed by both parties involved. Unless otherwise stated, days as specified herein shall be calendar days.

**Section 11.4. Specificity Required in Written Grievances and Limitations on Expanding the Scope of a Grievance.**
The written grievance shall specify the section or sections of this Contract that are allegedly violated, misinterpreted or misapplied; a detailed statement of the full facts on which the grievance is based; the specific relief requested; the name(s) of the aggrieved employee(s) and their position(s); the name of the lowest-level non-AFSCME supervisor(s) of the aggrieved employee(s); the date the grievance was filed; and the signatures of the aggrieved employee(s) and any union official assisting in the preparation of the grievance. After a grievance is filed, the employee or the Union may amend the grievance to clarify the relevant facts and circumstances or to correct clerical errors no later than with the Step 2 filing, but may not amend the grievance

to assert new claims, contract violations or to expand the scope of the relief sought without the express written consent of the Director of the Department of Human Resources or designee.

**Section 11.5. Grievance and Arbitration.**

The following are steps that shall be followed in the processing of a grievance, and the parties will act in good faith to limit the number of people present at each hearing.

(A) Step 1. A grievance shall be filed in writing (within the time limits and in the form specified in Sections 11.3 and 11.4) with the aggrieved employee's Appointing Authority or designee. The Appointing Authority or designee shall hold a hearing with the employee and the Chief Steward (or Local Union Vice-President in his/her absence) within seven (7) days after receipt of the grievance. The Appointing Authority or designee shall give a written answer, after review by the Appointing Authority's office, to the employee and the Chief Steward (or Local Union Vice-President in his/her absence) within fifteen (15) days after the hearing. If the Union does not refer the grievance to Step 2 of the procedure within seven (7) days after receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

(B) Step 2. (1) Step 2 Hearings for Non-Disciplinary Grievances. If the grievance is not satisfactorily settled at Step 1, the Union may, within seven (7) days after receipt of the Step 1 answer or within seven (7) days of when the Step 1 answer was due, appeal the grievance to the Director of the Department of Human Resources or designee. The Director of the Department of Human Resources or designee shall hold a hearing with appropriate representatives of the grievant's department and the employee, the Chief Steward, the Local Union President or the Vice-President, and/or a representative of Ohio Council 8 within ten (10) days after receipt of the grievance. The Director of the Department of Human Resources or designee, after consultation with the Appointing Authority or designee, shall give a written answer to the employee and the Local Union President within ten (10) days after the Step 2 hearing.

Step 2. (2) Step 2 Meetings for Disciplinary Grievances. In disciplinary cases (except for oral and written reprimands issued by a department), a grievance must be filed at Step 2 by the Union within fourteen (14) days of the Hearing Officer's decision issued pursuant to Section 10.4 of this Contract. The Director of the Department of Human Resources or designee and appropriate representatives of the grievant's department shall hold a meeting with the employee, the Chief Steward, the Local Union President or the Vice-President, and/or a representative of Ohio Council 8 within ten (10) days after receipt of the grievance. The hearing officer conducting the Step 2 disciplinary grievance meeting shall not be the same hearing officer who conducted the disciplinary hearing pursuant to Section 10.4. The review of disciplinary cases at Step 2 shall be a meeting to review the case, not a hearing. The Director of the Department of Human Resources or designee, after consultation with the Appointing Authority or designee, shall give a written answer to the employee and the Local Union President within ten (10) days after the Step 2 meeting.

(C) Step 3.

(1) If the grievance is not satisfactorily settled at Step 2, the Union may, within thirty (30) days after receipt of the Step 2 answer or within thirty (30) days of when the Step 2 answer was due, submit the issue to arbitration. The Union shall notify the Director of the Department of Human Resources or designee of its intent to submit the grievance to arbitration.

(2) A permanent panel of five (5) arbitrators and three (3) alternates will be selected by the parties. An arbitrator shall be selected from the panel to hear grievances through random drawing. For all grievances filed after the effective date of this Contract, an arbitrator shall be selected within 365 days of the Union's notice of intent to submit the matter to arbitration or the grievance will be waived. The parties may extend the Union's deadline to select an arbitrator by mutual consent in writing. Continuances shall not be unreasonably withheld. Once selected, the arbitrator's name will no longer be available for selection until all remaining arbitrators on the panel have been selected.

(3) The arbitrator shall be notified of his/her selection by a joint letter from the Director of the Department of Human Resources or designee and the Union requesting that he/she set a date and time for the hearing subject to the availability of the City and Union representatives, provided that the hearing must be held within thirty (30) calendar days following the selection of the arbitrator. If the selected arbitrator is unable to schedule the hearing within the thirty (30) day period, the parties may select another arbitrator.

(4) After all arbitrators on the panel have been selected once, the above process regarding random drawing will be repeated.

(5) The parties may mutually agree to remove an arbitrator from the panel after he/she has issued at least one decision.

(6) All arbitrations shall be held in the City of Columbus, Ohio. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. The arbitrator's decision shall be rendered within thirty (30) days after the close of the hearing or the submission of post-hearing briefs by the parties, whichever occurs later.

(D) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Contract based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Union and the City, the arbitrator shall be empowered to determine and decide the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules

and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Contract, will be accepted as final by the City, the Union and the employee(s), and all parties will abide by it.

(E) Grievance settlements reached at Step 1, shall be in writing, shall have a limited application to the area of responsibility of the Appointing Authority and not precedent setting for the City. Grievance settlements reached at Steps 2 and 3 by the Union and the City shall be in writing, and shall be final, conclusive, and binding on the City, the Union, and the employees.

(F) A grievance may be withdrawn by the Union at any time from the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they related to that grievance or any other grievances.

**Section 11.6. Persons with Responsibilities under the Grievance Procedure and Scope of Authority.**

The Union shall maintain a current list of Union officers, Chief Stewards and Stewards listed by departments and divisions. This list shall be furnished to the Director of the Department of Human Resources or designee together with revisions as changes occur. Persons whose names are not on this list shall not be recognized as officials of the Union for the purpose of this Article. Furthermore, the City emphasizes that all non-AFSCME supervisors have the responsibility for adjudicating grievances pursuant to the provisions of this Article. If requested to do so by the Union, the City shall provide a list of first-line non-AFSCME supervisors. Such responsibility shall prevail only over those employees assigned to that non-AFSCME supervisor. No employee in the bargaining unit shall have any authority to settle or respond to a grievance on behalf of the City.

**Section 11.7. Time Off for Presenting Grievances.**

(A) An employee and his/her Chief Steward or other Union representative authorized to act in the place of the Chief Steward as provided in Article 6 (Floating Chief Steward, Union President or Vice President) shall be allowed time off from regular duties with pay for attendance at scheduled hearings and meetings under the grievance procedure with proper notification to their respective supervisors. Employees must provide their own transportation unless otherwise approved by their supervisor. The appropriate Union representative as provided in Article 6 shall have adequate time with pay for a proper investigation of each grievance as provided in Article 6.

(B) The aggrieved employee and any necessary witnesses shall not lose any regular straight-time pay for time off the job while attending a grievance hearing, meeting or an arbitration hearing.

**Section 11.8. Specific Types of Grievances.**

(A) Disciplinary Grievances. The right of any employee to file an appeal pursuant to Section 149-1 of the City Charter is specifically waived. If an employee or the Union elects to challenge disciplinary action under the grievance procedure, the grievance must be filed at Step 2.

(B) Grievances with City-Wide Application. A grievance with city-wide application (i.e., involving a matter or issue of repetitive or general application) that may affect bargaining unit employees in different divisions and departments shall be brought directly to Step 2. Once a grievance on a matter or issue of repetitive or general application has been resolved by the parties on the merits (i.e., by a mutually agreed upon written settlement or an arbitration award on the merits), the Union will not advance to arbitration any further grievances on that particular matter or issue, unless the prior settlement or award is being violated.

No grievance settlement requiring the payment of money outside the routine payroll operations shall be considered to be authorized by or binding upon the City unless the settlement is authorized by the City Attorney's office.

(C) Grievances Involving Withholding of Terminal Pay. A grievance involving a claim that the City has improperly withheld money allegedly owed to the City by the employee from the employee's final pay (whether it be a final paycheck, vacation pay, pay for sick leave bank or other terminal pay) shall be filed directly at Step 2 of the grievance procedure.

(D) A grievance classified, as a "class action grievance" must contain the following in addition to the requirements of Section 11.4:

(1) A community of interest shared by two or more employees; and

(2) The classification of grieving employees; and

(3) The identity of who will represent the grievants at hearings.

(E) Advance Step Filing - Summary. The following is a summary of grievances to be filed initially at Step 2 of the grievance procedure:

(1) A grievance with city-wide application as provided in Section 11.8(B) above.

(2) A grievance involving the withholding of money from terminal pay as provided in Section 11.8(C) above.

(3) A grievance involving allegedly dangerous or unhealthful working conditions as provided in Section 12.1(D).

(4) A grievance involving a disciplinary appeal as provided in Section 10.4 and Section 11.8(A) above.

(5) A grievance involving alleged failure of the City to follow the procedural provisions set forth in the Injury Leave Article as provided in Section 22.6.

(6) A grievance alleging that a permanent or temporary change to work schedules or shifts is not reasonably related to operational needs as provided in Section 16.2(A) and (D), respectively.

(F) Filing of Other Grievances. All other grievances must follow the entire grievance procedure as set forth in this Article 11, unless the parties mutually agree otherwise in writing for a specific case.

**Section 11.9. Use of Mediation.**

The parties acknowledge that they have used mediation processes in the past to expeditiously resolve backlogs of grievances pending Step 3 (arbitration) proceedings. The parties agree that they may utilize the services of a mediator in the future to resolve pending grievances and written reprimands that have been grieved through Step 2. The use of a mediator for such purposes shall be by mutual agreement of the parties as to an identified grievance or grievances and according to procedures mutually agreed to in writing in advance of the mediation process. The Union and City shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

## ARTICLE 12 - NO STRIKE OR LOCKOUT

**Section 12.1. No Strike.**

(A) The services performed by the City employees included in this Contract are essential to the public's health, safety and welfare. The Union, therefore, agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage or other action at any time, which will interrupt or interfere with the operation of the City. No employee represented by the Union shall cause or take part in any strike, work stoppage, slowdown or other action, which will interrupt or interfere with the operation of the City.

(B) In the event of a violation of this Article, the Union agrees to take affirmative steps with the employees concerned such as letters, bulletins, telegrams, and employees' meetings to bring about an immediate resumption of normal work.

(C) A "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in wages, hours or other terms and conditions of employment.

(D) Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to

the place of employment shall not be deemed a strike. The Union or an employee may file a grievance at Step 2 for immediate review in the event of a dispute over dangerous or unhealthful working conditions.

**Section 12.2. Discipline of Strikers.**
Subject to the protections provided to employees under Section 12.1(D), any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**Section 12.3. No Lockout.**
The City agrees that it will neither lockout employees nor will it do anything to provoke interruptions or prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of City services.

**Section 12.4. Judicial Relief.**
Nothing contained herein shall preclude the City from obtaining a temporary restraining order, damages or other judicial relief in the event the Union or any employees covered by this Contract violate any provision of this Article 12.

## ARTICLE 13 - SENIORITY

**Section 13.1. Seniority of Probationary Employees.**
New hires shall have no seniority during their probationary period of employment, but after completion of their probationary period their seniority date shall be the date of hire used to compute their probationary period.

**Section 13.2. Accumulation of Seniority while Disabled.**
An employee who remains in paid status but is unable to work because of a job- or non-job-related injury or illness shall accumulate seniority. After ninety (90) days, the City shall conduct a hearing to determine the employee's ability to perform the essential functions of his/her classification.

**Section 13.3. Role of Seniority in Filling Vacancies in Position Assignments within a Division.**
When a vacancy in a job classification occurs within a division, the vacancy shall be filled from among employees in that job classification in that division as set forth below:

(A) Position Assignments without Specialized Qualifications. Where the vacancy is a position without specialized qualifications and employees want to switch shifts, reporting locations or work schedules (i.e., different days off or different regular hours), classification seniority shall determine the filling of vacancies within the division.

(B) Position Assignments with Specialized Qualifications. Vacancies within a division, where the particular job assignment requires specialized qualifications that are not shared by all employees in the job classification, shall be filled on the

basis of management's evaluation of the specialized qualifications that correspond to the requirements, responsibilities and duties of the position as described by the division and associated specialized knowledge, skills, and abilities. Provided all of the above factors are equal, classification seniority shall determine which applicant is given the position in question. The Union may grieve the City's determination that a particular job assignment or position requires specialized qualifications. When a position is posted that has specialized qualifications, the special qualification will appear on the posting.

The term "vacancy" is defined as a position to be filled, as determined by management, that results from one of the following circumstances:

(1) An employee has separated from a position and the Appointing Authority has decided to fill the position;

(2) An increase in the total number of positions in the class;

(3) A reallocation of a position as approved by the Civil Service Commission; or

(4) An increase in the total number of positions in a class on a specific shift or reporting location.

The term "Division" is defined as the Appropriation Unit for budgetary purposes.

An employee may exercise his/her classification seniority rights no more than once within a ninety (90) day period under this Section 13.3. This only applies to the employee granted the position.

**Section 13.4. Seniority List.**
The City will provide the Union with a seniority list of all employees of the bargaining unit upon request. Seniority lists shall contain the name, job classification, division, and date of classification entry of all employees of the bargaining unit. The City shall meet with the Union to review the seniority list whenever necessary to correct any errors.

**Section 13.5. Seniority in Merged Job Classifications.**
The classification seniority of employees in classifications which are merged by the Civil Service Commission shall be determined as provided herein. Where an employee has prior seniority in any of the merged classifications, the employee's new classification seniority date shall be a combination of the total time spent in each of the merged classifications.

## ARTICLE 14 - TEMPORARY ASSIGNMENTS

**Section 14.1. Transitional Return to Work.**

The City agrees to make reasonable efforts to provide transitional return to work assignments for all employees who have sustained an occupational injury or illness or a reoccurrence/exacerbation of a preexisting condition or, in some cases, are returning from short-term disability leave. This Section 14.1 is not to be construed as requiring the assignment of transitional return to work in any case, but only that reasonable efforts to do so will be made. This will be done in accordance with the following:

(A) During the time an employee is in a transitional return to work program, the employee will be assigned duties which the employee is capable of performing based upon the recommendation of the employee's attending physician. Such assignment shall not exceed ninety (90) days. Duties will be reviewed not less than every thirty (30) days and may be discontinued at any time.

(B) Upon request of the City employees must participate in the transitional return to work program unless precluded from participation by their attending physician.

(C) A transitional return to work assignment may be to a classification in a lower pay range and the employee's regular hourly rate of pay will not be reduced.

(D) The terms of the transitional return to work arrangements shall be reduced to writing including the instructions of the employee's attending physician.

**Section 14.2. Assignments to Work Out of Classification.**

(A) A temporary change of duty assignment is defined as any given situation wherein an employee is required to perform work outside his/her regular job duties above or below his/her normal duties.

(B) Employees shall be selected for both regular and overtime temporary duty assignments based upon their dependability and ability to perform the work of the job to which they will be temporarily assigned. Where ability and dependability are relatively equal, then seniority within the job classification shall control.

(C) Employees who are temporarily assigned duties of a classification assigned a lower wage rate shall retain their classification and current rate of pay. The provision regarding compensation for temporary change of duty assignments is found in Section 26.7.

(D) Employees who receive a temporary assignment of this nature shall continue to accrue seniority within their current classification.

(E) A temporary assignment to fill a permanent vacancy shall not exceed one hundred twenty (120) days.

## ARTICLE 15 - LAYOFFS

**Section 15.1. Responsibility.**
The Civil Service Commission is responsible for the establishment and enforcement of the rules governing layoffs, except as amended in this Article. Both the City and the Union agree to strictly adhere to the rules in effect since April 1, 2002, as follows or as may be amended by the provisions set forth in this Contract.

**Section 15.2. Notice to the Commission.**
Whenever it becomes necessary because of a material change in duties, a reorganization or a shortage of work or funds, to reduce the number of full-time employees in any department of the City, the Appointing Authority shall file a notice with the Civil Service Commission at least thirty (30) days prior to the expected day of the layoff specifying the class(es) in which the layoff is to occur and the number of employees to be laid off in each class.

**Section 15.3. Certification of Layoff.**
The Civil Service Commission shall certify to the Appointing Authority the names of those full-time employees to be laid off as determined by Civil Service Commission Rules, and the procedures approved by the Commission Executive Secretary except as amended by the procedures set forth in this Article. Layoffs shall be by class and based on seniority, but in accordance with status and appointment type using the following categories:

(A) Temporary or Seasonal employees
(B) Provisional full-time probationary employees
(C) Provisional full-time non-probationary employees
(D) Permanent full-time probationary employees
(E) Permanent full-time non-probationary employees

Employees in the category at the top of the list are to be laid-off first. No employees from a higher category can be laid-off until all employees in the lower categories have been laid-off. The Appointing Authority shall notify any laid-off employee(s) at least thirty (30) days prior to the effective date of the lay off.

**Section 15.4. Bumping.**
A laid-off employee may have bumping rights within the same class to another division within the same department, to a lower class within the same class series or to a class in the same job family in which he/she previously served and for which he/she is qualified. No laid-off employee may bump another employee in accordance with the provisions of this section, unless he/she has more seniority and is in the same or a higher category as listed in Section 15.3 above. A bumped employee has the same bumping rights as a laid-off employee.

Non-bargaining unit employees shall have no bumping rights into an AFSCME bargaining unit classification(s).

(A) Same class. A laid-off full-time employee in a division shall have bumping rights within the same class against the least senior full-time employee in the department in the order set forth in Section 15.3 above.

(B) Class series. If an employee has no opportunity to bump within the same class, then such employee shall have bumping rights within his/her division (if none, then within the department) against the least senior full-time employee holding a position in the next lower class within the series. If no bumping opportunity is afforded, the same right shall extend to the next and each lower class until the class series is exhausted.

(C) Job family. If an employee has no bumping opportunity within the class series, then such employee shall have bumping rights within his/her division (if none, then within the department) against the least senior full-time employee holding a position in a lower class in the same job family if the laid-off employee previously served in the class and if he/she is presently qualified; however, no such bump may occur in the presence of an appropriate competitive eligible list unless, in accordance with Civil Service Commission Rules, the laid-off employee will have permanent status in the previous class. A "lower class" for purposes of this Subsection means any class which has a maximum rate of pay lower than the minimum rate of pay for the class of the laid-off employee.

(D) Part-time. In the event the laid-off employee has no bumping rights to a full-time position under (A), (B) or (C) above, then such employee shall have bumping rights within the same class against the least senior part-time employee within the division, or if none, within the department.

**Section 15.5. Eligible List Reinstatement.**

The names of any laid-off permanent employees shall be placed at the top of the appropriate competitive eligible list, as provided in Civil Service Commission Rule VIII(C)(3), in order of seniority, and shall be certified for appointment in any department in accordance with Civil Service Commission Rules when an Appointing Authority has a vacancy to fill. If the eligible employee at the top of the list was laid-off from that department, that person shall be appointed.

**Section 15.6. Recall.**

The names of any laid-off provisional employees or employees in noncompetitive classifications shall be placed on the appropriate recall list, in order of seniority, for a period of twenty-four (24) months. In the event that a vacancy in a department is to be filled in a class for which a recall list exists, then the appointment shall be made of the individual highest on the list who was laid-off from that department. Otherwise, appointment may be made as provided elsewhere by Civil Service Commission Rules. No recall list shall remain in effect after an eligible list for the class has been established.

**Section 15.7. Limited Positions.**

Notwithstanding the other provisions of this Article, if a limited position is to be eliminated and the employee in the position was appointed subject to the availability of work or funding, then that employee shall be terminated in accordance with Civil Service Commission Rule X(F)(1). A limited employee who is bumped shall have the same bumping rights as other employees.

## ARTICLE 16 - HOURS OF WORK AND OVERTIME

**Section 16.1. Normal Workweek and Workday.**

(A) Non-24 Hour Operations. The normal workweek for full-time employees shall be forty (40) hours of work in five (5) consecutive eight (8) hour shifts, exclusive of the time allotted for lunch periods.

(B) 24-Hour Operations. In twenty-four (24) hour operations or where there is a continuous seven (7) day-a-week operation, made necessary because of the nature of the work, the normal workweek for full-time employees shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day.

(C) Refuse Collection Division. For the classifications of Refuse Collector, Refuse Collection Vehicle Operator (Automated), Refuse Collector and Vehicle Operator (Manual), Refuse Collector and Packer Operator and Refuse Collection Supervisor only in the Division of Refuse Collection, the normal workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day with no lunch break.

**Section 16.2. Changes in Normal Workweek and Workday.**

(A) Permanent Changes to Normal Workweek and Workday.

(1) In situations where the City believes that alternate or flexible work schedules, different from those set forth in Section 16.1 above, are needed for operational efficiency and effectiveness, the City will give the Union President and Chief Steward for the Department (where applicable) written notice of the proposed work schedule and a list of those job classification(s)/position assignment(s) affected at least fourteen (14) days in advance of any proposed change(s). If the Union wants to bargain about the proposed change(s), one representative from the City's Labor Relations Section and two representatives from the Department involved shall meet with the Union President, Regional Director or designee and Chief Steward in the affected Department (where applicable), to negotiate the proposed schedule changes as well as the impact of such change(s) on matters such as holidays, sick leave, vacation leave, etc. In the absence of an agreement being reached within the fourteen (14)-day period, the City may, at the end of the fourteen (14)-day period, implement its proposed work schedule.

(2) The Union may file a grievance at Step 2 of the grievance procedure if it believes the schedule change is not reasonably related to operational needs. If an arbitrator finds in favor of the Union in such a grievance, the remedy shall be limited to directing the City to prospectively restore the

pre-existing work schedule pending further negotiations and/or agreement on a different schedule.

(3) The process set forth in this Section 16.2(A) applies only to changes in work schedules or shifts that are of a permanent nature. "Permanent nature" is defined for purposes of this Section 16.2 to be periods of ninety (90) days or longer. No changes shall be made to work schedules or shifts unless they are of a permanent nature, except as provided elsewhere in this Article 16.

(4) Employees affected by any changes in work schedules or shifts as a result of the process set forth in this Section 16.2(A) shall be given fourteen (14) days prior notice of a permanent work schedule or shift change. Reassignment of employees to new or revised work schedules or shifts established as a result of the process set forth in this Section 16.2(A) shall be done in accordance with Article 13 (Seniority).

(B) Establishing an Alternate Work Schedule for a Vacancy. When a vacancy occurs, the City may, before filling the vacancy, decide to establish an alternate work schedule for the vacant position without following the procedures set forth in Section 16.2(A). When this occurs, the City may hire a new employee or transfer a current employee, pursuant to Article 13, on the condition they accept the alternate work schedule as a condition of employment or as a condition of accepting transfer into the vacancy.

(C) Temporary Change In Shift Assignment. When any full-time employee is scheduled for a shift other than that to which he/she is regularly assigned in multiple-shift operations, he/she shall be paid a minimum of four (4) hours of pay at time and one-half his/her regular rate unless he/she has been given at least forty-eight (48) hours notice of a change in his/her regular shift assignment, in which case payment shall be at his/her regular hourly rate.

(D) Temporary Change in Work Schedule. Temporary work schedule changes of less than ninety (90) days may be made in response to specific short-term operational requirements. Absent any unforeseen circumstances, the employee will be given seven (7) days prior notice of a temporary work schedule change. Such changes may be made without following the procedures set forth in Section 16.2(A). The Union may file a grievance at Step 2 of the grievance procedure if it believes the change is not reasonably related to operational needs.

**Section 16.3. Overtime Eligibility and Pay.**

(A) Calculation of Daily Overtime. Overtime will be calculated from shift to shift. Overtime will be paid if an employee works more hours than the hours of his/her regular shift. Time and one-half will be paid for time worked beyond the employee's regular shift provided the employee has completed eight (or more, if applicable) hours of straight-time work that workday (for example, an employee working a normal workday of ten (10) hours, shall be eligible for daily overtime after actually working ten (10) hours in the workday). For purposes of this Subsection (A), the term "time worked" shall mean only actual work time, and

shall not include any paid or unpaid time that is not actually worked, except for paid lunch periods in continuous operations as referenced in Section 16.7. Time and one-half will also be paid for call-backs as referenced in Section 26.5, regardless of whether the employee has actually worked eight (8) hours in the day.

(B) Calculation of Weekly Overtime - On First Regular Day Off. Time and one-half will be paid for time worked on an employee's first regular day off provided the employee has accumulated forty (40) straight-time rate hours in paid status during the workweek. For purposes of this Subsection (B), paid status will include periods of Union leave without pay, but shall not include sick leave, injury leave or disability leave.

(C) Calculation of Weekly Overtime - On Second Regular Day Off. Double time will be paid for time worked on an employee's second regular day off provided the employee has accumulated forty (40) straight-time rate hours in paid status during the preceding six (6) days. A fourth shift employee's second regular day off will start twenty-four (24) hours immediately preceding the start of the first regular shift of the next workweek. Alternative work schedules can establish when an employee's second regular day off occurs and therefore when double time pay will apply to overtime. For purposes of this Subsection (C), paid status will include periods of Union leave without pay, but shall not include sick leave, injury leave or disability leave.

(D) Inapplicability of Overtime When Changing/Trading of Work Days by Mutual Consent. Time worked due to work schedules being changed at the request of the employee or trading days off by mutual consent of employees and the prior consent of the Appointing Authority is not subject to overtime compensation, to the extent permitted by the Fair Labor Standards Act.

(E) Inapplicability of Overtime for Scheduled Shift Changes. Time worked by employees who are subject to a regularly scheduled three (3) month shift change at the time a shift change is scheduled, or time worked by employees at the time a shift change is scheduled in a twenty-four (24) hour-a-day operation and/or a continuous seven (7) day-per-week operation, is not subject to the compensation set forth in this Section 16.3, unless subject to the overtime payment requirements established in the Fair Labor Standards Act.

**Section 16.4. Distribution of Overtime.**

(A) Overtime Eligibility. Employees within the same classification and with the same work capabilities within the same reporting location who are participating in the overtime provisions shall have an equal opportunity to earn voluntary overtime pay. Classifications which include different work capabilities shall be identified to the Union prior to the formation of a separate overtime list. It is the Appointing Authority's burden to prove that work capabilities needed are different.

Employees desiring to work voluntary overtime shall so indicate in writing to their immediate supervisor. All employees who choose to participate in overtime will be given an equal opportunity to earn overtime on a continuing basis. The

opportunity for overtime work shall be computed by totaling overtime earned plus overtime offered but declined. If overtime is cancelled by management the hours will not be charged. Post-training new hires, transferees, and those employees returning to the reporting location from an extended leave who desire to work voluntary overtime shall be initially assigned the highest number of overtime hours in the assignment unit in order to place them on the overtime equalization list. All overtime, whether in class or out of class, shall be recorded on the same overtime equalization list.

(B) Overtime Distribution Procedures.

(1) On each occasion the opportunity to work scheduled overtime shall be offered to the employees desiring to work overtime who have the least number of overtime hours to their credit at that time. If an employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required number of employees has been selected for the overtime work.

(2) If an employee turns down overtime or is unable to respond when contacted for overtime, the number of hours offered to him/her shall be credited to his/her overtime hours. Employees who have declined to participate in the voluntary overtime shall be automatically charged for overtime hours worked in the classification at the reporting location.

(3) Employees on military leave not exceeding twenty-two (22) eight (8) hour work days (176 hours) shall not be contacted or charged for overtime work during that period.

(4) An employee on leave shall not be contacted for voluntary overtime, but shall be charged for overtime work during such leave as long as the employee comes up for overtime work during that period. However, an employee on holiday; jury duty; vacation leave or compensatory time of three (3) workdays or less; or his/her regularly scheduled days off shall be contacted for voluntary overtime subject to the provisions of this Section 16.4.

(5) If an employee is not offered the opportunity to work overtime when qualified and entitled, he/she shall be offered the next opportunity to work overtime consistent with the terms of this Article. Those hours not offered when initially entitled shall not be included in hours credited when worked.

(C) Posting of Overtime Equalization List. A record of the overtime hours worked and of overtime hours offered but not worked, by each employee, shall be posted on a bulletin board within the employee's general work area daily. Each time overtime is offered and charged the list will be updated.

**Section 16.5. Overtime Scheduling.**

(A) Where practical, overtime shall be administered on a voluntary basis; otherwise, it shall be mandatory that each employee scheduled to work overtime must perform the job assignment within his/her given classification.

(B) Mandatory Overtime. Mandatory overtime may be required when volunteer(s) cannot be found to work the overtime. An exception to the application of mandatory overtime scheduling shall be permissible when a valid reasonable request is made by an employee. Mandatory overtime shall be distributed in an equitable manner starting with the least senior employee on the first mandatory occasion. Thereafter, the next least senior employee shall be assigned to the next mandatory occasion, until all employees have worked a mandatory overtime assignment.

(C) In cases of overtime scheduled as a result of holidays or extreme emergencies involving a departmental operation, it shall be the established procedure for the department or division head to confer with the employee's Union representative when available regarding a mutually acceptable work schedule.

(D) Working overtime out of class in a lower classification shall be scheduled by using the lowest number of hours worked among persons with the ability and dependability to do the work.

(E) Pre-scheduled overtime shall be offered no later than the end of the employee's workday prior to the overtime.

**Section 16.6. Rest Periods.**

(A) All employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift. The rest period shall be scheduled at the middle of each half shift whenever feasible. When practicable, rest periods shall be taken within the work area or in close proximity to the work area that shall afford no more than the allotted fifteen (15) minutes. Rest periods shall not be taken at the beginning or end of each half shift, and shall not be used to extend a lunch break.

(B) Employees who for any reason work beyond their regular quitting time shall receive a fifteen (15) minute rest period before they start to work on the extended shift. In addition, they shall be granted the regular rest periods that occur during the extended shift.

**Section 16.7. Lunch Period.**

All employees shall be granted a lunch period during each full shift. Whenever possible the lunch period shall be scheduled at the middle of each full shift. Employees who work in a twenty-four (24) hour operation shall receive a paid lunch period; all other employees shall receive an unpaid lunch period. When there is an extension of the regular shift as a result of an emergency or scheduled overtime, a lunch period shall be granted when the extension exceeds four (4) hours.

**Section 16.8. Tardiness.**
Employees are required to be punctual at all times. A grace period of six (6) minutes from the shift starting time will be allowed without disciplinary action unless frequent abuse occurs.

**Section 16.9. Reporting Off Work Procedure.**
The failure of any employee to report off duty in any twenty-four (24) hour City operation at least one (1) hour before his/her scheduled starting time shall constitute away without leave for all scheduled hours which were not worked. All other employees shall report themselves off duty at least thirty-(30) minutes prior to their regularly scheduled starting time. Failure to so report shall constitute away without leave for all scheduled hours not worked. The provisions of this Section 16.9 shall not apply when it is impossible for the employee to so report due to circumstances beyond his/her control, provided that the employee will then report at the earliest opportunity followed by a written explanation of the circumstances which made it impossible for him/her to report as directed.

**Section 16.10. Compensatory Time.**

(A) The amount of compensatory time earned may be calculated at the straight time rate, or in lieu of payment of overtime, by one and one-half (1-1/2) when time and one-half is applicable or by two (2) when double time is applicable by the number of hours actually worked on an authorized overtime basis. The compensatory time account balances shall be maintained in units of one-tenth of an hour.

(B) Eligibility. A compensatory time account may be established for full-time employees. Compensatory time may only be earned in lieu of cash payment for authorized time worked on a premium basis. The employee may, at his/her option, receive either cash payment or compensatory time for time worked on a premium basis.

(C) The following conditions shall govern the use of compensatory time:

(1) Compensatory time upon request by the employee may be taken by the employee at such time or times as may be approved by the Appointing Authority.

(2) An employee who is about to be separated from city service for any reason and who has an unused compensatory time account balance to his/her credit shall be paid such account balance upon separation. Such payment shall be calculated by multiplying the employee's regular hourly straight time wage rate by the number of hours in his/her compensatory time account upon separation.

(3) Any compensatory time account balance above eighty-(80) hours shall be paid off at the employee's hourly rate. Pay out of compensatory time over the approved balance will be paid once per year unless the Union and the Appointing Authority agree to a different pay-out schedule. The cut-off time established pursuant to this section shall be set no less than six (6) months in advance of the pay period selected. Notice of the date of the

end of the selected pay period shall be posted within the Division and the Chief Steward shall be notified of the date.

(4) Notwithstanding the provisions of Subsection (C)(3) above, all compensatory time account balances for grant-funded positions shall be paid out by the end of the grant award period.

(5) No interest is to be paid by the City on any compensatory time account.

**Section 16.11. No Pyramiding.**
Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Contract.

## ARTICLE 17 - HOLIDAYS

**Section 17.1. Holidays.**
The holidays observed by the City and for which full-time employees are to be compensated shall be as follows:

New Year's Day, January 1
Martin Luther King Day, the third Monday in January
Washington's Birthday, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Thanksgiving Day, the fourth Thursday in November
Christmas Day, December 25
Any other holidays proclaimed by the Mayor

Employee's Birthday. If the employee's birthday falls on an above-named holiday, the employee shall be granted and compensated for one additional holiday. The Appointing Authority shall allow the employee to take his/her birthday holiday on his/her birthday, or any other day within one (1) year of the employee’s birthday, upon appropriate request by the employee, at least forty-eight (48) hours in advance of the leave, with approval of the Appointing Authority or designee. If an employee requests his/her birthday holiday less than forty-eight (48) hours in advance of the leave, the Appointing Authority or designee may approve the leave within his/her discretion. If the employee's birthday falls on February 29, the holiday, for the purpose of this Section 17.1, shall be considered as February 28 unless otherwise authorized by the Appointing Authority.

**Section 17.2. When Holidays are Observed.**
When a holiday falls on the first day of an employee's regularly scheduled days off, it shall be celebrated on the previous day; when a holiday falls on the second day of an employee's regularly scheduled days off, it shall be celebrated on the following day, except that at the time

of a shift change which necessitates more than a two (2) day weekend, a holiday which falls on either of the first two (2) days shall be celebrated on the last previous workday, and a holiday which falls on any other day of such weekend shall be celebrated on the next subsequent workday.

**Section 17.3. Holiday Pay and Holidays during Vacation Periods.**
For each holiday observed (including the employee's birthday), a full-time employee will be excused from work with pay on such day at the discretion of the Appointing Authority. If one (1) of the holidays mentioned in Section 17.1 above occurs while an employee is on vacation leave, such day shall not be charged against vacation leave. Non-full-time employees will only be compensated for time actually worked on holidays.

**Section 17.4. Extra Pay for Work on a Holiday.**
When a full-time employee working a forty (40) hour workweek works on a day celebrated as an eight (8) hour holiday, in addition to his/her regular eight (8) hour holiday pay, he/she shall be paid at the rate of time and one-half for the first eight (8) hours worked. For time worked in excess of eight (8) hours on such holiday, he/she shall be compensated at the rate of time and one-half, unless the holiday worked falls on the second day of the employee's regularly scheduled days off, in which case he/she shall be compensated at the double-time rate.

**Section 17.5. Eligibility Requirements for Holiday Pay.**
Except as set forth below, to be eligible for holiday pay, an employee must have worked, been on vacation, military leave, compensatory time or sick leave on the full workday before and the full workday after the holiday, in addition to the full holiday if the employee is scheduled to work on the holiday as his/her regularly scheduled day or for overtime. The day before refers to the employee's last regularly scheduled workday. The day after refers to the regularly scheduled workday following the day on which the holiday is celebrated. Employees returning from an extended illness the day after a holiday shall receive holiday pay.

**Section 17.6. Shifts Eligible for Holiday Pay.**
For the purpose of administering the provisions of this Article, holiday time shall apply to the shift beginning on the day which is celebrated as a holiday.

**Section 17.7. Shift Worker Holidays in Continuous Operations.**
Shift workers shall be guaranteed a minimum of five (5) holidays off during each calendar year. During November of each year such employees shall bid on the holidays which they desire to take off during the following calendar year. Such requests shall be granted in order of classification seniority within an operational unit based upon the operational needs of that unit and the City. If an employee does not bid all five (5) holidays, then the guarantee only applies to the number of holidays bid and awarded.

**Section 17.8. Religious Holy Days.**
An employee may charge religious holy days with the approval of the Appointing Authority to either (1) vacation, (2) earned compensatory time, (3) personal leave without pay, or (4) a regular day off which he/she is allowed to work.

**Section 17.9. Holiday Pay for Alternative Work Schedules.**

(A) If an Appointing Authority maintains the alternative work schedule on a holiday week, the employee will be paid holiday pay for the hours of his/her regular scheduled shift. However, the Appointing Authority may adjust the work schedule for the holiday week. If so, then the employee will only receive eight (8) hours of holiday pay.

(B) Current employees working under an alternative work schedule at the time this Contract is signed will continue to be paid holiday pay for the employee's regular scheduled shift.

## ARTICLE 18 - PERSONAL BUSINESS DAY

Each bargaining unit member shall receive one (1) eight (8) hour Personal Business Day per vacation year as defined in Section 19.1 to conduct personal business that cannot be conducted outside of the regular workday. Part-time regular employees shall receive four (4) hours of leave annually. Days shall not accumulate. If notice is given at least forty-eight (48) hours in advance, no reason needs to be stated, and no documentation will be required. If notice of less than forty-eight (48) hours is given, the leave may be approved at the discretion of the Appointing Authority or designee. The day shall have no cash-out value. The Personal Business Day cannot be used the workday before or the workday after a holiday. The use of this Personal Business Day is subject to the usual operational need requirement.

## ARTICLE 19 - VACATION LEAVE

**Section 19.1. Vacation Year.**
The vacation year shall end at the close of business on the last day of the first full pay period that begins in the month of January.

**Section 19.2. Vacation Schedule and Accrual.**

(A) Each full-time employee working a forty-(40) hour workweek shall earn vacation in accordance with the schedule below. The vacation accrual schedule shall be as follows:

| Years of Total City Service | Hours Per Pay Period | Days Per Year |
|---|---|---|
| Less than 3 years | 3.077 hours | 10 days |
| 3 years but less than 6 years | 4.924 hours | 16 days |
| 6 years but less than 13 years | 7.077 hours | 23 days |
| 13 years but less than 20 years | 8.000 hours | 26 days |
| 20 years but less than 25 years | 8.616 hours | 28 days |
| 25 or more years | 9.231 hours | 30 days |

(B) Vacation accrual rates are based on total full-time City service for all employees, including prior full-time service with the City of Columbus. In addition, for employees hired prior to July 5, 1987, vacation accrual rates shall be based on the total of all periods of full-time employment with the City, the State of Ohio and any political subdivision of the State. However, any employee who has retired from the State of Ohio or any of its political subdivisions, including the City of Columbus, and is or was re-employed or hired by the City of Columbus before, on or after July 5, 1987, shall not have prior full-time service with the State of Ohio or any of its political subdivisions, including the City of Columbus, recognized for purposes of determining the vacation accrual rate.

(C) If applicable, requests for recognition of periods of full-time service with the State of Ohio and its political subdivisions for accrual rate purposes shall be made in writing and forwarded to the City Auditor through the Appointing Authority before adjustments can be made to the vacation accrual rate. Adjustments to vacation accrual rates, based on previous full-time employment with the State of Ohio or political subdivisions of the State, as specified herein, shall be applied prospectively to be effective the first full pay period following the verification by the Appointing Authority to the City Auditor.

(D) Any periods of time in unpaid status of more than eight (8) hours, as outlined in Section 19.4, will not be included in the computation of City service for the purpose of this Section 19.2.

(E) This computation will be used only for the purpose of determining the rate at which vacation is earned.

(F) The provisions of this paragraph shall be prospective only and shall be in lieu of any prospective or retrospective application of Section 9.44 of the Ohio Revised Code.

**Section 19.3. Maximum Vacation Carryover/Payout.**
Any vacation balance in excess of the amounts listed below shall become void as of the close of business on the last day of the first full pay period that begins in the month of January of each year:

| Years of Total City Service | Maximum Vacation Balances |
|---|---|
| Less than 3 years | 160 hours (20 days) |
| 3 years but less than 6 years | 256 hours (32 days) |
| 6 years but less than 13 years | 368 hours (46 days) |
| 13 years but less than 20 years | 416 hours (52 days) |
| 20 years but less than 25 years | 448 hours (56 days) |
| 25 or more years | 480 hours (60 days) |

At the end of the last pay period in the vacation year, employees may be paid for any vacation balances in excess of the maximums fixed by the above schedule upon certification by the Appointing Authority to the City Auditor and the approval of the City Council, that due to emergency work requirements, it is not in the best interests of the City to permit the employee to take vacation leave which would otherwise be forfeited as provided in this Section 19.3.

**Section 19.4. Eligibility Requirements for Vacation Accrual.**
No vacation credit shall be allowed for any employee working a forty (40) hour workweek for any pay period in which such employee is off duty and not in paid status for more than eight (8) hours of regularly scheduled work; except that when an employee is required to report for work and does so report but is denied work because of circumstances beyond his/her control, his/her absence from work for the balance of that workday shall not be construed as unpaid work status for the purpose of this Article.

**Section 19.5. Scheduling Vacations.**

(A) All vacation leaves shall be taken at such times as may be approved by the Appointing Authority. Vacation leave may be taken in increments as small as one-tenth (1/10) of an hour with the approval of the Appointing Authority. Previously approved vacations may be canceled due to unforeseeable and exigent operational needs.

(B) For new hires or rehires, no vacation leave may be granted until the employee has accrued thirteen pay periods of vacation hours in continuous active City service at the rate of vacation accrual appropriate for that employee.

(C) The determination of preferences for the purpose of scheduling vacations shall be based upon classification seniority within the operating unit.

**Section 19.6. Vacation Payoff at Time of Separation.**
A full-time employee with more than thirteen (13) pay periods of vacation accrual in paid status who is about to be separated from City service through discharge, resignation, retirement or layoff and who has unused vacation leave to his/her credit, shall be paid in a lump sum for each hour of unused vacation leave (less any amounts owed to the City by the employee) in lieu of

granting such employee a vacation leave after his/her last day of active service with the City, provided, however, that such payment shall not exceed the maximum number of vacation hours outlined in Section 19.3.

**Section 19.7. Vacation Payoff at Death.**
Notwithstanding the provisions of this Article, when an employee dies while in paid status, any unused vacation leave to his/her credit shall be paid to the surviving spouse, less applicable withholding and any amounts owed by the employee to the City. In the event that the employee has no surviving spouse, said unused vacation leave shall be paid to the employee's estate.

## ARTICLE 20 - SICK LEAVE

**Section 20.1. Sick Leave Entitlement.**
Each full-time non-seasonal employee employed at the beginning of the first day of the first pay period of the year shall receive ninety-six (96) hours of sick leave with pay (hereinafter referred to as Sick Leave Entitlement).

Each full-time, non-seasonal employee hired on or after the first pay period of each year shall, on the date of hire receive his/her current sick leave with pay for the remainder of that payroll year computed as follows: 3.692 hours for each pay period in the year of hire, commencing with the first full pay period which occurs on or after the date of hire. However, for each pay period in which an employee is in unpaid status for more than eight (8) hours, 3.692 hours shall be deducted from his/her paid sick leave entitlement.

When an employee is required to report to work and does so report but is denied work because of circumstances beyond his/her control, absence from work under these circumstances shall not be considered as unpaid work status for purposes of this Section.

If an employee's sick leave entitlement is exhausted and the employee is in unpaid status, and therefore no deduction from sick leave entitlement can be made, the employee shall be considered absent without leave unless the employee applies for unpaid personal leave and such leave is granted by the City.

Should an employee voluntarily move from full-time non-seasonal status to part-time or seasonal status during a calendar year in which he/she is eligible for sick leave, the employee shall retain his/her sick leave balance for the number of pay periods months he/she was in full-time status, but 3.692 hours shall be deducted from his/her paid sick leave account for each full pay period in which the employee is in part-time or seasonal status. No such deduction will apply to employees who are laid off and are compelled to bump into a part-time or seasonal position to retain continued employment.

**Section 20.2. Eligible Uses and Procedures.**

(A) Sick leave with pay shall be allowed for full-time employees only in the following situations:

(1) Illness of, or injury to, the employee, whether work or non-work related.

(2) Physical, dental or mental consultation or treatment of the employee by professional medical or dental personnel, whether work or non-work related.

(3) Sickness of a spouse, child, step-child, foster child, person for whom the employee is the legal guardian and upon prior approval of the Appointing Authority, a family member who is dependent on the employee for his/her health and well-being.

(4) Quarantine because of contagious disease. The Appointing Authority shall require a certificate of the attending physician before allowing any paid sick leave under this Subsection.

(5) Maternity, paternity, and adoption leave for employees.

(6) Death of immediate family member for up to five (5) days per instance. For the purposes of this Subsection, immediate family shall be defined as including the employee's spouse, child, step-child, foster child, brother, sister, parent, grandparent, grandchild, father or mother-in-law, son or daughter-in-law, brother or sister-in-law, stepfather or mother, step-sibling, a legal guardian or other person who stands in the place of a parent. Employees may also elect to use compensatory time or vacation leave instead of sick leave because of a death in the immediate family, or may use a day of compensatory time or vacation leave to attend the funeral of an Aunt or Uncle.

(B) Any leave which is granted under this Article 20 for reasons permissible under an FMLA leave as provided in Section 24.7 shall be charged as an FMLA leave and shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave.

(C) Any employee scheduled to work on a holiday, designated in Article 17 of this Contract, who reports sick shall be charged the number of sick leave hours appropriate for his/her workday for the holiday, and further shall be ineligible for holiday pay under the provisions of Section 17.5 of this Contract. When an employee is absent due to illness on the workday before or the workday after a holiday, and the holiday is celebrated on a regularly scheduled workday, he/she shall be charged the number of sick leave hours appropriate for his/her workday for the holiday. The day before refers to the employee's last regularly scheduled workday occurring before the holiday. The day after refers to the regularly scheduled workday following the day on which the holiday is celebrated. However, no charge will be made under this Section 20.2 for sick leave on the holiday when the employee has been on sick leave the day before and the day after the holiday.

(D) Sick leave, when used, shall be paid at an hourly rate equal to the employee's regular straight time wage in effect at the time of the usage. No sick leave with pay will be allowed for increments of less than one tenth (1/10) of an hour.

**Section 20.3 Sick Leave Documentation and Suspected Sick Leave Abuse.**

If an employee has sufficient sick leave accruals, and there is no evidence of sick leave abuse, the Appointing Authority shall grant sick leave upon the written request of the employee. In cases of extended illness, that is, illness which lasts more than three (3) consecutive workdays, or suspected abuse, as determined by the Appointing Authority or designee, the Appointing Authority or designee may require evidence as to the adequacy of the reason(s) for an employee's absence during the time for which sick leave is requested. Any sick leave use protected by the Family and Medical Leave Act (FMLA) shall not be considered as sick leave abuse.

(A) Sick leave abuse may be indicated by any or all of the following:

(1) Excessive use of sick leave within a twelve (12) month period which has not been substantiated by a physician's or other licensed health care provider's statement;

(2) Use of sick leave as soon as it has been credited to an employee's sick leave balance;

(3) Consistent use of sick leave on the same day of the week;

(4) Consistent use of sick leave on the day(s) before and/or after regularly scheduled days off or holidays.

(5) Falsification or misrepresentation of the reason(s) for an employee's absence;

(6) Low sick leave balances in relation to an employee's length of service; and

(7) Being in unpaid status for whole or part of a day, which absence is not covered by the FMLA.

(B) If there are one or more indicators of sick leave abuse, the Appointing Authority or designee shall notify the employee, in writing, that he/she will be required to provide documentation from a physician or other licensed health care provider for each use of sick leave until further notice, and the reasons for that requirement. The Appointing Authority or designee shall review the situation not longer than every one hundred twenty (120) days to determine if the problem has been abated. Upon receipt of the written notice, the employee may request a meeting with the Appointing Authority or designee to discuss the requirement to provide such documentation. The employee may, upon request, be accompanied by a Union representative at such meeting.

(C) Failure to correct sick leave abuse or provide medical documentation when required to do so may result in disciplinary action consistent with the provisions of Article 10 of this Contract.

(D) Falsification of a physician's or other licensed health care provider's statement may also be grounds for disciplinary action, up to and including dismissal.

(E) If the Appointing Authority or designee questions the reason(s) offered by the employee for his/her sick leave, the Appointing Authority or designee may require the employee to be examined by a licensed physician identified by the Appointing Authority or designee. Failure to submit to the examination shall constitute grounds for disciplinary action.

(F) Each Appointing Authority or designee shall develop a procedure for his/her department to implement the provisions of this section.

**Section 20.4. Sick Leave Reciprocity.**

(A) Entitlement. During January of each year, each full-time employee has the option of receiving payment in cash for unused sick leave hours at the end of the preceding fiscal year, provided such employee was entitled to sick leave benefits during all of the twenty-six pay periods of the previous year and is in paid status or on authorized leave without pay, based on the following calculation table:

**CASH BENEFIT CALCULATION TABLE**

| Hours of Sick Leave Taken (New Sick Accrual or Old Bank) | Cash Benefit Hours Allowed |
|---|---|
| 0-8 | 48 |
| 9-16 | 40 |
| 17-24 | 32 |
| 25-32 | 24 |
| 33-40 | 16 |
| Greater than 41 | 0 |

Any disallowance of sick leave credit by the Appointing Authority as provided for in Section 20.1, and any hours paid on disability leave will be considered as hours of sick leave taken during the year for the purpose of computing paid sick leave hours available to an employee under the reciprocity plan. If an employee uses five (5) days or less of injury leave (regardless of the number of claims) during the year, this leave shall not be considered sick leave taken for computing sick leave reciprocity. If an employee uses more than five (5) days of injury leave, all injury leave used during the year will be considered hours of sick leave taken in computing sick leave reciprocity.

(B) Procedures. Each full-time employee who qualifies for sick leave benefits as of the first pay period of each year shall notify the Appointing Authority by February

1 of that fiscal year, on a form to be provided by the City, if the employee wishes to participate in the reciprocity plan. The payment will be made in January following the fiscal year. The payment will be calculated at the employee's hourly rate in effect as of the final pay period of the fiscal year preceding payment. The period to be utilized in calculating sick leave reciprocity benefits shall be the fiscal year for which payment is to be made. Any employee may withdraw from the plan prior to the end of the twenty-fourth (24th) pay period of each fiscal year upon the written notification to the Appointing Authority.

(C) Effect on Unused Sick Leave. The number of reciprocity hours paid each employee will be subtracted from his/her total accrued unused sick leave. The remainder of his/her unused sick leave will be carried forward each year as his/her current sick leave account.

(D) An employee who is eligible to participate in the provisions of this Section 20.4 is limited to and must elect only one of the following options:

(1) Not to participate in any of the provisions.

(2) To participate solely in the provisions of Paragraphs (A), (B), and (C) of this Section.

(E) An election to convert unused sick leave to cash occurs during the payroll year and payment for those unused hours will be made in January following the payroll year.

**Section 20.5. Carryover Sick Leave Balances from Certain Prior Public Employment.**
Employees who have been employed in the classified or unclassified Civil Service or as teachers, school employees, firefighters, peace officers or state highway patrol officers of the State of Ohio or any of its political subdivisions shall be credited with any certified, unused and unpaid balance of accumulated sick leave earned in such service when such persons are employed in the classified or unclassified Civil Service of the City on or after April 1, 1987, provided employment with the City occurs within ten (10) years after leaving his/her prior position when such action occurs after January 1, 1972. Such unused balance shall then be subject to all other provisions of this Article, with the exception of Section 20.7.

**Section 20.6. Old Sick Leave Bank.**
The old sick leave bank shall represent the employee's balance of unused sick leave as of the effective date of the Contract that went into effect in April 1987.

(A) Any sick leave hours in this bank, when used, shall be paid on the basis of the employee's straight-time hourly rate in effect on March 31, 1987.

(B) Sick leave may be withdrawn from the old sick leave bank, at the value provided in this Section 20.6 for the sick leave purposes outlined in Section 20.2(A), provided the employee has exhausted his/her current sick leave accrual to date. An employee may withdraw from the old sick leave bank the number of hours or tenths of an hour necessary to compensate the employee at not greater than his/her current regular straight time hourly rate for approved sick leave time.

(C) An employee who experiences a break in continuous City service through retirement, discharge, resignation or layoff shall receive pay for unused sick leave or, in lieu thereof, may elect to transfer such sick leave to another governmental unit. Beginning with the effective date of this Contract and for the duration of the Contract, if the employee elects payment, his/her account balance shall be valued as of the time of the break in continuous service at one hundred percent (100%) of the amount obtained by multiplying the number of unused sick leave hours by the employee's straight-time hourly rate in effect on March 31, 1987. At such time, the employee who is not transferring such sick leave to another governmental unit must elect one (1) of the following options: (a) immediate payment in a single lump-sum; or (b) two (2) equal installment payments, the first to be paid at the time of retirement or separation and the second to be paid one (1) year thereafter; or (c) three (3) equal installment payments, the first to be paid at the time of retirement or separation, the second to be paid one (1) year thereafter, and the third to be paid one (1) year after the second payment. However, the City must approve those employee elections which provide for payment in other than a single lump-sum.

(D) For the purposes of this Section 20.6, all sick leave in an employee's old sick leave bank that represents sick leave transferred from another governmental unit shall be valued using the unit's sick leave separation payment plan existing on March 31, 1987 and the employee's regular straight-time hourly wage as of March 31, 1987.

**Section 20.7. Payment of Sick Leave Balances at Time of Separation.**

(A) An employee who experiences a break in continuous City service through discharge, resignation, retirement or layoff may elect to receive pay for accumulated current sick leave or to transfer said sick leave to another governmental unit, provided such election is made within a period of not more than one (1) year. If an employee elects to receive a lump-sum payment, said payment shall be computed as follows:

(1) One (1) hour pay for each four (4) hours of unused sick leave in the new bank for all accruals up to and including nine hundred and fifty (950) hours.

(2) One (1) hour of pay for each three (3) hours of unused sick leave in the new bank for all accruals from nine hundred and fifty-one (951) hours up to and including seventeen hundred and fifty (1,750) hours.

(3) One (1) hour pay for each two (2) hours of unused sick leave in the new bank for all accruals from seventeen hundred and fifty-one (1,751) hours up to and including twenty five hundred and fifty (2,550) hours.

(4) One (1) hour pay for each hour of unused sick leave in the new bank for all accruals in excess of twenty five hundred and fifty (2,550) hours.

(5) Notwithstanding the provisions of Paragraph (1) above, no payment of any unused sick leave upon separation shall be made to any employee with less than four hundred (400) hours accrued sick leave credit. However, an employee who is temporarily laid-off for thirty-five (35) calendar days or less and who has less than four hundred (400) hours of accrued sick leave at the time of layoff, shall be credited at the time of rehire with the actual number of sick leave hours accrued prior to the temporary layoff of thirty-five (35) calendar days or less.

(B) The City reserves the right to deduct from any final sick leave payment to the employee any amounts which the employee owes to the City.

**Section 20.8. Payment of Sick Leave Balances at Death.**
If an employee dies while in paid status, his/her unused sick leave account balance (less applicable withholding and any amounts owed by the employee to the City) shall be paid to his/her surviving spouse. In the event that the employee has no surviving spouse, said balance shall be paid to the employee's estate. The employee's account balance shall be valued as of the time of death in the manner as set forth in this Article for new and old sick leave, as applicable, less any amounts owed by the employee to the City.

## ARTICLE 21 - DISABILITY LEAVE

**Section 21.1. Eligibility and Waiting Period.**

(A) The City will provide, at no cost to employees, a disability program covering full-time employees for non-work related illnesses and injuries. Employees will be eligible for this benefit on the first of the month following one (1) year of continuous City service.

(B) This program shall provide for payment to the employee from the fifteenth (15th) day of accident or illness for a maximum of twenty-six (26) weeks per disability per calendar year.

**Section 21.2. Application Procedure and Deadlines.**
The proper forms must be submitted to the City, through the Division Personnel Officer or designee, no later than forty-five (45) days from the commencement of the disability. In the event Injury Leave and/or Workers' Compensation benefits were denied and the employee chooses to apply for short-term disability benefits for the same disabling condition, the employee must submit the proper forms for short-term disability benefits within thirty (30) days of the occupational injury denial.

**Section 21.3. Disability Benefits.**
Disability benefits shall be based on eighty one percent (81%) of the employee's standard gross wages. The applicable tax rates will be deducted. The employee may, if he/she so desires, elect to use all, or part of, his/her accumulated but unused sick leave in order to make up any difference between one hundred percent (100%) of his/her gross wages and the amount which he/she receives under the disability program, provided that all new sick leave accruals are

exhausted before an employee may use the available balance in his/her old sick leave bank. If an employee exhausts all sick leave benefits, other approved leave may be granted by the Appointing Authority. If, while receiving disability payments, the employee performs work for the City, the amount of payment under the disability program shall be reduced by the compensation which he/she receives during that time period. If the employee is capable of performing his/her regular duties or transitional duties, such duties are available and the employee refuses to return to work, disability benefits shall not be paid. Any insurance premium not paid during disability leave must be brought current upon return from leave.

**Section 21.4. Limitations and Fraudulent Claims.**
No disability payments shall be made to any employee who is working for another employer or also receiving temporary total benefits. Fraudulent actions automatically preclude employees from receiving any disability benefits. If a payment is made pursuant to a fraudulent claim, the employee shall repay the City immediately.

**Section 21.5. Continued Contact with Division and Return to Work Notification.**
An employee on disability leave shall maintain biweekly contact with the division personnel officer or designee during the period of time they are disabled. This requirement may be modified in writing by the personnel officer for extended leaves. An employee shall notify the personnel officer or designee at least seven (7) days before his/her expected return to work date to reconfirm that date.

**Section 21.6. Ninety (90)-Day Fitness Hearing.**
After ninety (90) days, the City may conduct a hearing to determine the employee's ability to perform the essential functions of his/her classification.

**Section 21.7. Coordination with FMLA Leave.**
Any disability leave which is granted for reasons permissible under an FMLA leave shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave.

**Section 21.8. Continuation of Certain Benefits while on Disability.**
While an employee is paid disability benefits pursuant to this Article, vacation accruals shall cease. During the period in which an employee receives disability payments, he/she shall suffer no reduction in his/her paid sick leave accrual set forth in Article 20 of this Contract, as applicable. Holidays shall be paid at the disability benefit rate as set forth in Section 21.3. Medical, dental, drug, vision, and life insurance shall continue uninterrupted until the employee is no longer on the disability program.

## ARTICLE 22 - INJURY LEAVE

**Section 22.1. General Scope of Benefits and Eligibility for Injury Leave.**
The injury leave program is a benefit intended to cover employees injured on the job, which is separate and distinct from any Workers' Compensation benefits. Injury leave will be approved according to the provisions of this Contract, and the rules and policies of the Human Resources Director or designee and the Board of Industrial Relations. Workers' Compensation laws, rules, and court decisions do not apply to the injury leave program. All full-time and part-time employees shall be allowed injury leave with pay up to a maximum of sixty (60) workdays per

calendar year for on-the-job injuries, not to exceed a total of one hundred twenty (120) workdays per injury, for on-the-job injuries that meet the requirements set forth in this Article. The one hundred twenty (120) day total shall apply to injury leave taken on or after April 1, 1990, and any injuries (and any recurrences of the same injuries) occurring prior to January 1, 2009.

For all injuries that occur on or after January 1, 2009, all full-time and part-time employees shall be allowed injury leave with pay up to a maximum of fifty (50) workdays per calendar year for on-the-job injuries, not to exceed a total of one hundred (100) workdays per injury, for on-the-job injuries that meet the requirements set forth in this Article. The one hundred (100) day total shall apply to injuries (and any recurrences of the same injuries) occurring on or after January 1, 2009.

For all injuries that occur on or after January 1, 2010, all full-time and part-time employees shall be allowed injury leave with pay up to a maximum of forty (40) workdays per calendar year for on-the-job injuries, not to exceed a total of eighty (80) workdays per injury, for on-the-job injuries that meet the requirements set forth in this Article. The eighty (80) day total shall apply to injuries (and any recurrences of the same injuries) occurring on or after January 1, 2010.

**Section 22.2. Deadline for Reporting Injury.**
Injuries, both original and recurrent, must be reported to the employee's immediate supervisor no more than two (2) working days after such injury occurs.

**Section 22.3. Payment for Absence on Day of Injury.**
Whenever an employee is required to stop working because of an injury or other service connected disability, he/she shall be paid for the remaining hours of that day or shift at his/her regular rate, and such time shall not be charged to leave of any kind.

**Section 22.4. Deadline for Submitting Medical Documentation for Original and Recurrent Injuries.**
All medical documentation, supporting documentation, and a report of the cause of all injuries, whether original or recurrent, must be submitted by the employee to the employee's immediate supervisor within fourteen (14) days from the date the injury occurs. Signatures of the employee's immediate supervisor, the Division Administrator, and the Appointing Authority are required thereafter. Claims are to be submitted to the Human Resources Department within a total of twenty-eight (28) days from the date the injury occurs (provided, however, that an employee's eligibility for injury leave shall not be prejudiced by a delay in filing caused by supervisors if the employee has complied with his/her fourteen (14)-day filing deadline). If the employee is physically unable to comply with the fourteen (14) day filing deadline or the medical documentation submitted by the employee is inadequate, the employee will be given an additional fourteen (14) days to submit adequate documentation.

**Section 22.5. Determination by Director of Human Resources and Related Limitations and Procedures.**

(A) Director of Human Resources Approval Required. Injury leave with pay shall be granted to an employee only for injuries determined by the Director of the Human Resources Department or designee as caused by the performance of the actual duties of the position. No employee shall be granted injury leave with pay unless

the Appointing Authority has in his/her possession written authorization signed by the Director of the Human Resources Department or designee indicating the approximate length of the leave. If, in the judgment of the Director of the Human Resources Department or designee, the injury is such that the employee is capable of performing his/her regular duties or transitional duties during the period of convalescence, he/she shall so notify the Appointing Authority in writing and deny injury leave with pay.

(B) Medical Examination/Documentation. The City may require an independent medical examination for any employee requesting injury leave, at the City's expense. No employee on injury leave shall be returned to work without the written approval of an attending physician. The employee is required to provide continuing medical documentation prior to the estimated return to work date, to ensure uninterrupted injury leave coverage. All such documentation must be submitted to the appropriate Department or Division Human Resources representative.

(C) Duty to Reapply for Recurrence or Relapse. If there is a recurrent injury during working hours or a relapse during recovery or ongoing treatment, the employee must request approval for each instance of injury leave.

(D) Continued Contact with Division and Return to Work Notification. An employee on injury leave shall maintain biweekly contact with the division personnel officer or designee during the period of time he/she is injured. This requirement may be modified in writing by the personnel officer for extended leaves. An employee shall notify the personnel officer or designee at least seven (7) days before his/her expected return to work date to reconfirm that date.

(E) Forty (40) Day Fitness Hearing. After forty (40) workdays, the City may conduct a hearing to determine the employee's ability to perform the essential functions of his/her classification.

(F) Fraudulent Claims. Fraudulent actions automatically preclude employees from receiving injury leave benefits and, if any benefits are paid pursuant to a fraudulent claim, they shall be repaid immediately and/or may be withheld from an employee's final pay upon termination.

(G) No Outside Employment. No injury leave payments shall be made to any employee who is working for another employer nor also receiving temporary total benefits.

(H) Limitation on Recreational Activities. In addition, no injury leave payment shall be made to any employee engaged in recreational activities when the physical demands of engaging in the recreation conflict with the approved injury/medical condition.

(I) Coordination With FMLA Leave. Any injury leave which is granted for reasons permissible under an FMLA leave shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave.

(J) Vocational Rehabilitation. If the Physician of Record indicates an employee is medically eligible to participate in vocational rehabilitation, the employee shall agree to participate in the Bureau of Workers' Compensation voluntary vocational rehabilitation program. In the event the employee chooses not to participate, the Appointing Authority will be notified in writing and injury leave with pay will be denied.

**Section 22.6. Board of Industrial Relations Proceedings.**

Any injured employee may appeal the decision of the Director of the Human Resources Department or designee by written notice to the Board of Industrial Relations within ten (10) days of notification that injury leave has been denied. The Board of Industrial Relations shall render a written decision within thirty (30) days after the close of the employee's hearing. The Board of Industrial Relations, at the City's expense, may require an employee to be examined by a physician of the Board's choice. The Board of Industrial Relations decision shall be final. The employee may appeal the Board's decision to the Franklin County Court of Common Pleas. Appeals of injury leave denials cannot be grieved through the grievance procedure, with the sole exception of allegations that the City has not adhered to procedural provisions expressly set forth in the written provisions of this Article 22. Such a grievance shall be filed at Step 2 of the grievance procedure.

**Section 22.7. Use of Other Leaves Pending Decision on Injury Leave.**

Pending a decision by the Director of the Human Resources Department or designee, an employee applying for injury leave may be carried on sick leave, vacation leave or compensatory time with pay, in that order, which shall be restored to his/her credit upon certification by the Director of the Human Resources Department or designee that injury leave has been approved. If injury leave is not certified by the Director of the Human Resources Department or designee, the employee will be charged sick leave, vacation leave or compensatory time, in that order, for the time used or charged leave without pay after the employee's sick leave, vacation leave, and compensatory time are exhausted.

**Section 22.8. Use of Injury Leave for Medical Examinations/Treatment and Certain Related Hearings.**

Pursuant to rules established by the Director of the Human Resources Department or designee, time off for the purpose of medical examination, including examinations by the Bureau of Workers' Compensation, and/or treatments resulting from an injury approved under the injury leave program, shall be charged to injury leave. A maximum of four (4) hours of injury leave shall be allowed per scheduled physician's appointment and/or treatment resulting from an on-the-job injury. An employee will be retained in his/her current pay status at the time of Bureau of Workers' Compensation hearings or Industrial Relations Board hearings if the employee provides his/her immediate supervisor with proof of hearing notice prior to the date of hearing. The Director of the Human Resources Department or designee may approve an employee's request for injury leave of greater than four (4) hours for a scheduled physician's appointment or for treatment resulting from an on-the-job injury if the Director of Human Resources or designee determines that such request is supported by medical documentation. However, such medical documentation must be submitted to the Director of Human Resources or designee by the employee prior to such appointment and/or treatment in order to be considered.

**Section 22.9. Continuation of Benefits while on Injury Leave.**

While an employee is on approved injury leave with pay, sick leave entitlement and vacation accruals, PERS contributions and all employee benefits shall continue uninterrupted and the

City shall maintain applicable insurance benefits for the employee until such time as the employee returns to duty or is terminated from employment. Upon proof that an employee is receiving payments in lieu of wages from the Ohio Bureau of Workers' Compensation, sick leave entitlement and vacation accruals and all applicable insurance benefits shall continue uninterrupted until the employee returns to duty or is terminated from employment. Any insurance premium not paid during injury leave must be brought current upon return from leave.

**Section 22.10. Extension of Injury Leave in Certain Circumstances and Repayment from Workers' Compensation.**

If an employee who has been granted injury leave does not begin receiving payments in lieu of wages from the Ohio Bureau of Workers' Compensation by the time the injury leave has been exhausted (i.e., after sixty (60), fifty (50), or forty (40) workdays, whichever is applicable), and the employee has filed a timely claim under the Ohio Workers' Compensation laws for such payment, then the City shall pay the employee seventy-two percent (72%) or sixty-six and 2/3 percent (66-2/3%), whichever is applicable, of his/her wages until such time as payments from the Bureau are received or the claim is denied by a Staff Hearing Officer of the Industrial Commission of Ohio. In any instance of payment by both the City and the Ohio Bureau of Workers' Compensation for the same day or days, the employee shall promptly provide full reimbursement to the City as determined by the City unless the City has received payment directly from the Bureau of Workers' Compensation. The employee will be required to execute any necessary forms with the Ohio Bureau of Workers' Compensation to effectuate payment to the City.

**Section 22.11. Deadline for Application for Disability Following Exhaustion of Injury Leave.**

In the event the employee has been denied all remedies through injury leave and Workers' Compensation, the employee has thirty (30) days to file for short-term disability benefits.

**Section 22.12. Reopener.**

The parties agree that this Article 22 will be reopened if either of the following two actions occur:

(A) The City opts to self insure.

(B) The Bureau of Workers' Compensation (BWC) changes its rating methodology in such a way as to negatively impact the injury leave program.

Upon notice to the other party, the parties shall meet within fifteen (15) days to begin negotiations for successor language. Impasse reached in this section shall be governed by applicable State Employment Relations Board (SERB) law.

## ARTICLE 23 - SPECIAL LEAVE WITH PAY

**Section 23.1. Military Leave.**

(A) Full-time employees who are members of the Ohio National Guard, U.S. Air Force Reserve, U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Naval

Reserve or U.S. Coast Guard Reserve shall be granted military leave of absence with pay when ordered to temporary active duty (e.g. active duty for training or annual training) for a period or periods not to exceed twenty-two (22) eight (8) hour work days (176 hours), whether or not consecutive, during each calendar year. Active duty does not include inactive duty training (e.g. unit training assemblies). In the event the Chief Executive Officer of the State of Ohio or the Chief Executive Officer of the United States declares a state of emergency exists, the employee, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this Section 23.1 for a period or periods, not to exceed twenty-two (22) eight (8) hour work days (176 hours), whether or not consecutive, during each calendar year.

(B) An employee shall be paid his/her regular salary for each scheduled workday such employee is absent during military leave of absence with pay as authorized by this Section 23.1.

(C) The City shall comply with all applicable Federal and State laws, and any City ordinances relating to the granting of military leave and reinstating employees upon the conclusion of said leave.

**Section 23.2. Jury Duty Leave.**

(A) Full-time employee serving upon a jury in any court of record of Franklin County, Ohio, or adjoining counties shall be paid his/her regular salary for the period of time so served. Time so served upon a jury shall be deemed active service with the City for all purposes**,** including perfect attendance. The employee is required to obtain a signed record from the courts to document the time spent on jury duty. Upon receipt of payment for jury service during regular working hours, the employee shall deposit such funds with the City Treasurer. An employee on jury duty leave who is normally assigned to the second or third shift in a twenty-four (24) hour continuous operation shall be assigned to the first shift, Monday through Friday, for the duration of his/her jury duty.

Part-time regular employees serving upon a jury in any court of record of Franklin County, Ohio, or adjoining counties shall be paid his/her regular hourly rate for any period of time so served during the employee's scheduled work hours. Time so served upon a jury shall be deemed active service with the City for all purposes. The employee is required to obtain a signed record from the courts to document the time spent on jury duty. Upon receipt of payment for jury service which occurs during the employee's scheduled work hours, the employee shall deposit such funds with the City Treasurer.

(B) When the employee receives notice for jury duty in any court of record of Franklin County, Ohio, or in any adjoining county, he/she shall present such notice to his/her immediate supervisor. A copy will be made of the notice and filed and recorded in the employee's personnel file.

(1) When notified by the court to report for jury duty on a day certain, a time report shall be completed and signed by the assignment commissioner or

appropriate court official for each day during jury service setting forth the time of arrival and departure from the court. Such record shall be presented by the employee to his/her supervisor upon return to work.

(2) When an employee is required to be in court for jury duty he/she shall report directly to court. If an employee is released from Jury Duty two (2) or more hours prior to the end of his/her assigned shift, or if an employee is not required to report for Jury Duty until two (2) hours after the beginning of his/her assigned shift, he/she shall return/report to work. Alternatively, the employee, at his/her option, may charge such duty time at the beginning or end of his/her shift as vacation leave or compensatory time.

**Section 23.3. Examination Leave.**

Provisional employees shall be permitted time off with pay to participate in City Civil Service tests for their current position. All employees shall be permitted time off with pay to participate in City Civil Service tests for promotions (i.e., testing for a higher rated job classification than the employee currently holds). Any employee taking a required examination pertinent to his/her current City position before a state or federal licensing board shall be permitted time off with pay provided the Appointing Authority is given prior notice as soon as the employee knows the date of the examination.

**Section 23.4. Court Leave.**

(A) Time off with pay shall be granted employees who are subpoenaed to attend any legal proceedings as a witness on behalf of the City of Columbus. Vacation leave or leave without pay shall be granted to employees who are subpoenaed for other purposes. The provisions of Section 23.2 above shall apply in such cases. In the event an employee is required to appear as a witness in a legal proceeding on behalf of a governmental body other than the City, the Director of the Department of Human Resources or designee shall consider and may grant leave with pay, if appropriate.

(B) Whenever employees are required, as a term of their employment, to appear in Court to testify as a witness, they shall not be required to furnish their home addresses or telephone numbers, unless directed to do so by the Court.

**Section 23.5. Disaster Leave.**

Time off with pay shall be allowed to a fully qualified employee for service in specialized disaster relief service for the American Red Cross. Said leave shall be granted only after the requisition of the individual serving in such capacity by the American Red Cross. Eligibility of any employee for such service shall be established prior to the granting of leave and subject to the approval of the Appointing Authority for the individual involved.

**Section 23.6. Betty Brzezinski Living Organ Donor Leave.**

A full-time employee in active service will be eligible to receive regular pay for up to two hundred forty (240) hours of leave per year for the employee's donation of any portion of an adult liver, lung or pancreas or because of the employee's donation of an adult kidney.

A full-time employee in active service is eligible to receive regular pay for up to fifty-six (56) hours of leave per year for the employee's donation of adult bone marrow.

Such leave shall be charged as Family Medical Leave (FMLA) as provided in Article 24 of the contract and shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave provided the employee qualifies as provided in Section 24.7.

Paid time off pursuant to the Section is subject to review of appropriate medical documentation by the Director of Human Resources or designee.

## ARTICLE 24 - LEAVE WITHOUT PAY

**Section 24.1. Away Without Leave.**
An employee who is absent from work with the approval of the Appointing Authority or designee, whether in paid or unpaid status, is excused and shall not be subject to disciplinary action. An employee who is away without leave, or AWOL, may be subject to disciplinary action. AWOL includes, but is not limited to, the following situations:

(A) The employee does not call off by following the proper procedure and does not report for work;

(B) The employee does not have enough accrued leave time to cover his/her absence;

(C) The employee leaves the workplace without notifying and/or securing the approval of his/her supervisor, or if unavailable, the next available supervisor within his/her chain of command;

(D) The employee leaves the workplace without adequate approval, e.g., he/she leaves a written request for leave but leaves without finding out if his/her supervisor, or if unavailable, the next available supervisor within his/her chain of command, has approved the request;

(E) The employee fails to show or call off for scheduled overtime;

(F) The employee reports to work but is seven (7) or more minutes late; and/or

(G) The employee fails to follow the proper call off procedure.

These instances of AWOL are not equivalent for purposes of discipline, and discipline will be commensurate with the offense.

**Section 24.2. Unpaid Personal Leave.**
The Appointing Authority may at his/her sole discretion grant unpaid leave to employees for good cause. Such leave shall not normally exceed sixty (60) days, except that the Appointing Authority at his/her sole discretion may extend beyond the sixty (60) day period.

**Section 24.3. Unpaid Educational Leave.**
Employees may be granted a leave of absence without pay by the Appointing Authority, for educational purposes. Such leave shall initially be limited to sixty (60) calendar days with possible extensions up to one (1) year provided such further educational pursuits are related to the operations of the City.

**Section 24.4. Unpaid Union Leave.**

(A) Long Term. At the request of the Union, a leave of absence without pay shall be granted to any classified employee who is a member of the Union and who is selected for the Union office or employed by a Union for a fixed term of office, subject to the approval of the Appointing Authority. Such leave shall initially be limited to sixty (60) calendar days with possible extensions up to one (1) year. Such service will not constitute a break in service for seniority rights or promotional examination administered by the Civil Service Commission.

(B) Short Term. At the request of the Union, a leave of absence without pay shall be granted to any classified employee who is a member of the Union to attend a convention or other similar functions of short duration subject to the approval of the Appointing Authority. Such leave of absence will affect neither his/her sick leave and vacation leave accruals, premium pay computations, and/or anniversary date for increases or seniority; nor will it constitute a break in service for computing service credits for Civil Service examinations.

**Section 24.5. Leave of Absence to Accept Provisional Appointment.**
An employee with permanent status who accepts a provisional appointment shall be granted a leave of absence for a period of two (2) years from his/her permanent classification position. This section does not prohibit an employee from requesting a leave of absence in excess of two (2) years. Such leave may be granted by the Appointing Authority.

**Section 24.6. Military Leave of Absence.**
An employee shall be granted a leave of absence to serve in the Armed Forces of the United States of America or any branch thereof. The City shall comply with all applicable Federal laws relating to the granting of military leave and reinstating employees upon the conclusion of said leave. Such leave of absence shall be governed by the following principles:

(A) No employee shall lose his/her rank, grade or seniority enjoyed at the time of his/her enlistment, induction or call into the active service of the Armed Forces of the United States of America or any branch thereof.

(B) Any employee, upon his/her discharge from the Armed Forces, other than a dishonorable discharge, shall be returned to the position he/she held immediately prior to his/her enlistment or induction into the Armed Forces or to a position of equal rank and grade. This reinstatement is conditioned on the employee establishing the fact that his/her physical and mental condition has not been impaired to the extent of rendering him/her incompetent to perform the duties of the position he/she previously held. Such employee must request restoration to his/her position within ninety (90) calendar days of receiving a discharge, other than a dishonorable discharge, from the Armed Forces or his/her position will be

declared vacant. Nothing contained in this Section 24.6 shall obligate the City to pay an employee who is on military leave of absence except under the conditions set forth in Section 23.1 of this contract.

(C) An employee selected from an eligible list and having completed the probationary period who is serving in a position vacated temporarily due to the previous incumbent being in the Armed Forces, shall be determined to have been given a permanent appointment if the returning employee does not return to work within the prescribed time.

(D) The term "Armed Forces of the United States" as used in this Section 24.6 shall be deemed to include such services as designated by the Congress of the United States.

(E) Any employee who is transferred or advanced to a position by reason of a vacancy caused by an employee serving in the Armed Forces shall be returned to the position he/she held before said transfer or advancement or to a position of equal rank or grade, upon the return of the employee from the Armed Forces.

(F) An employee appointed from an eligible list for assignment to a temporary position with the City, becoming available by virtue of an employee enlisting or being inducted or called into the Armed Forces, shall be reinstated to the eligible list upon completion of the temporary employment.

(G) In any case where two (2) or more employees who are entitled to be restored to a position left the same position in order to enter the Armed Forces, the employee with greatest seniority in that classification shall have the prior restoration right without prejudice to the reemployment rights of the other employee or employees to be restored.

(H) Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.

**Section 24.7. Family and Medical Leave Act (FMLA) Leave.**

(A) Employees who have worked for the City for at least twelve (12) months, and have worked for at least 1,250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of unpaid leave per twelve (12) month period for the following:

(1) For birth of a son or daughter, and to care for the newborn child;

(2) For placement with the employee of a son or daughter for adoption or foster care. Adoption is limited to a child of eighteen (18) years of age or younger unless the child is incapable of self-care because of a physical or mental disability;

(3) To care for the employee's spouse, child or parent with a serious health condition;

(4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

(B) For the purposes of Section 24.7(A):

(1) FMLA leave shall be granted for an employee's "spouse" as defined by Ohio law (i.e., unmarried domestic partners are not included). If both spouses are working for the City, their total leave in any twelve (12) month period shall be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or adoption of a child or to care for a sick parent.

(2) "Child" means a child either under eighteen (18) years of age or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.

(3) "Parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law."

(4) An employee's right to leave for the birth or adoption of a child ends twelve (12) months after the child's birth or placement with the employee.

(5) The City retains the option of choosing a uniform method to compute the twelve (12) month period, including a rolling twelve (12) month period measured backward from the date leave is used.

(6) The City retains the right to require written documentation of the family relationship, when applicable.

(C) For the purposes of Sections 24.7(A)(3) and (4), a "serious health condition" means an illness, injury, impairment or a physical or mental condition that involves:

(1) Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical facility;

(2) Any period of incapacity requiring absence from work, school or other regular daily activities of more than three (3) calendar days, and that also involves continuing treatment by (or under the supervision of) a health care provider; or

(3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or a long-term health condition that is incurable or

so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or

(4) Prenatal care by a health care provider.

(D) Employees may take FMLA leave intermittently or on a reduced leave schedule only when medically necessary because of the employee's own serious health condition or the serious health condition of the employee's spouse, child or parent. If leave is requested on this basis, however, the City may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

(E) Upon return from FMLA leave, the employee shall be returned to the position held prior to the leave or an equivalent position.

(F) The City shall maintain health insurance benefits for the duration of FMLA leave at the level and under the same conditions (including employee premium contributions) and coverage that would have been provided if the employee had continued in active work status for the duration of the leave.

(G) During an unpaid FMLA leave, subject to Section 13.2 (regarding accumulation of seniority) an employee shall not continue to accrue seniority and shall not accrue any employment benefits for the period of the leave, except for continuation of insurance benefits as provided in Paragraph (F) immediately above.

(H) All accrued sick leave benefits must be utilized for any FMLA leave taken for any reason which qualifies for sick leave under Article 20 of this Contract. All accrued vacation leave benefits must be substituted for all or part of any unpaid FMLA leave taken after sick leave benefits have first been exhausted or for any FMLA leave for which sick leave is not applicable.

(I) The following notice and scheduling requirements shall apply to FMLA leave requests, unless the FMLA leave is being charged to sick or vacation leave, in which case the notice requirements for sick leave in Article 20 or for vacation leave in Article 19 of this Contract shall apply.

(1) Employees must give thirty (30) days notice to the City before taking FMLA leave, if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee must notify the City as soon as is practicable (normally no later than twenty-four (24) hours after the need for the leave becomes known).

(2) If an employee has actual notice of the notice requirement stated in 24.7(I)(1) above (this requirement of actual notice is fulfilled by posting a notice at the worksite), and fails to provide the City with thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay,

the City may deny the taking of leave until at least thirty (30) days after the employee provides notice.

(3) Employees shall provide at least verbal notice sufficient to make the City aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave. The City may inquire further of the employee when additional information is needed to determine whether FMLA leave is to be taken.

(4) If an employee takes leave based on the serious health condition of the employee or to care for a family member, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt the City's operation. If an employee does not initiate discussions with the City to attempt to arrange a mutually agreeable treatment schedule, the City may initiate such discussions and require the employee to attempt to make such arrangements, subject to the approval of the health care provider.

(J) The following medical certification requirements shall apply to FMLA leave requests:

(1) Employees who request leave because of their own serious health condition or the serious health condition of a covered family member shall be required to provide a certification issued by the health care provider of the employee or the employee's family member on a form acceptable to the Director of the Department of Human Resources or designee in accordance with Department of Labor regulations. For the employee's own medical leave, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the employee is unable to perform the functions of the employee's position, and a statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency, and duration of treatment). For leave to care for a seriously ill child, spouse or parent, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the patient requires assistance for basic medical, hygiene, nutritional needs, safety or transportation, or that the employee's presence or assistance would be beneficial or desirable for the care of the family member, and an estimate of the amount of time the employee is needed to provide care.

(2) The City shall give employees requesting FMLA leave written notice of the requirement for medical certification.

(3) In its discretion, the City may require a second medical opinion and periodic re-certification at its own expense. If the first and second opinions differ, the City, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the employee and the City.

(4) Employees must provide the requested certification to the City within the time frame requested by the City, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. The City must allow at least fifteen (15) calendar days after the City's request for certification.

(5) In most cases, the City shall request that an employee furnish certification from a health care provider at the time the employee requests leave or soon after the leave is requested or in the case of unforeseen leave, soon after the leave commences. The City may request certification or re-certification at some later date if the City has reason to question the appropriateness of the leave or its duration, if circumstances have changed significantly or if any extension of the leave is requested. If the City believes the certification is incomplete, it shall notify the employee and allow an opportunity to correct the deficiency. In the case of a complete certification which is unclear, the City's health care provider may, with the employee's permission, contact the employee's health care provider to clarify and authenticate the certification.

(6) Certification shall be submitted using a form approved by the Director of the Department of Human Resources for use by employees consistent with the FMLA.

(7) All employees who take FMLA leave because of their own serious health condition shall be required to provide medical certification of their fitness to report back to work. The City may seek fitness for duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave.

(K) The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. An FMLA leave will not be granted to permit an employee to accept gainful employment elsewhere, including self-employment. If an employee gives unequivocal notice of intent not to return, the City's obligations under FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee cease.

(L) Leaves that are granted under any other provision of this Contract or under State law, whether paid or unpaid, including sick, disability and injury leave as provided in Articles 20, 21 and 22, respectively, for purposes which are covered under the Family Medical Leave Act, shall be charged as FMLA Leave and shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave.

(M) The City, in its discretion, may implement the FMLA consistent with the foregoing provisions of this Section 24.7 and in accordance with any Department of Labor regulations, which may be in effect from time to time.

## ARTICLE 25 - DRUG AND ALCOHOL TESTING

**Section 25.1. Prohibited Conduct.**
Employees shall be prohibited from:

(A) Reporting to work or working under the influence of alcohol; or

(B) Consuming or possessing alcohol at any time while on duty, or anywhere on any City premises or in any City vehicle; or

(C) Possessing, using, being under the influence of, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place; or

(D) Abusing, illegally distributing or selling any prescription drug; or

(E) Failing to report to their supervisor any work-related restrictions imposed as a result of prescription or over-the-counter medication they are taking; or

(F) Using any adulterants or otherwise tampering with the specimen; or

(G) Refusing to take a drug and/or alcohol test.

**Section 25.2. Testing to be Conducted.**

(A) Reasonable Suspicion. When the City has reason to believe an employee is: 1) under the influence of alcohol, or consuming or possessing alcohol in violation of this Article; or 2) is possessing, using or under the influence of illegal drugs; or 3) is abusing prescription drugs, the City shall require the employee to submit to drug and alcohol testing.

Testing procedures will be comparable to those set forth in Federal regulations governing drug and alcohol testing for CDL holders; except as follows. An employee with an alcohol level of .04 to .06 shall be relieved of duty but the result will not be considered positive. Alcohol levels of higher than .06 shall be considered positive; the employee will be referred to EAP and will be required to take a return-to-duty test. The parties will work together to improve the process of reasonable suspicion testing.

The City shall hold harmless any employee or supervisor, who, in good faith and with just cause, recommends that an employee be tested for drugs and/or alcohol.

(B) Random Testing. All employees required to possess a Commercial Drivers License (CDL) shall be subject to random drug and alcohol testing pursuant to federal law and guidelines and the Drug and Alcohol Testing Policy.

(C) Post-Accident Testing. All employees, while driving a City vehicle, who are involved in a vehicular accident where any of the following occur:

(1) A fatality; or
(2) The employee receives a citation and the City vehicle is disabled and requires a tow; or
(3) The employee receives a citation and someone involved in the accident requires off-site medical treatment,

shall be required to submit to drug and alcohol testing under the procedures for reasonable suspicion drug and alcohol testing set forth in Section 25.3 below.

**Section 25.3. Procedures.**

(A) Any employee who tests positive for drugs and/or alcohol shall be relieved of duty without pay (unless the employee elects to use his/her available vacation or compensatory time balances) and referred to the City's Employee Assistance Program (EAP). Before returning to work after a positive test result, an employee must take a return-to-duty test and test negative. An employee shall be subject to follow-up testing for one (1) year.

(B) Any employee who voluntarily requests drug and/or alcohol education and/or treatment shall not be disciplined in connection with that request, if the request is done prior to selection for random testing.

(C) Failure to cooperate and a refusal to test shall be construed as a positive test result. Any drug test which reveals the presence of adulterants shall be construed as a positive test.

(D) Any employee that has completed his/her initial probationary period who tests positive the first time will not be disciplined for the positive result, although he/she may be disciplined for other work rule or policy violations in connection with that positive result. A second positive drug or alcohol test shall result in discipline up to and including termination of employment.

(E) Any employee who tests between .04 - .06 of alcohol shall be relieved of duty for the remainder of his/her scheduled work day, but may elect to use vacation leave or compensatory time to cover this absence.

(F) The City shall maintain a policy and procedure for drug and alcohol testing consistent with the terms and provisions of this Contract.

(G) The City will continue to conduct training on the reasonable suspicion and the random drug and alcohol testing process. This training will be provided to all affected employees, supervisors and Union representatives.

(H) The City and the Union will make reasonable efforts to encourage self-referral to the EAP for education and treatment programs, upon request.

## ARTICLE 26 - WAGE AND COMPENSATION PLAN

### Section 26.1. General Pay Plan.

(A) Pay Ranges and Rates of Pay.

(1) Effective at the beginning of the pay period which includes April 1, 2011, the following pay ranges and hourly rates of pay are hereby established as the "General Pay Plan" of this Contract. These pay ranges and hourly rates of pay shall be applied to the several classes of positions as set forth in Appendix A.

2%

| | STEPS | | | | | | |
|---|---|---|---|---|---|---|---|
| Pay Range | A | 0 | 1 | 2 | 3 | 4 | 5 |
| 5 | $10.62 | $10.94 | $11.59 | $12.25 | $12.91 | $13.58 | $14.19 |
| 6 | $11.94 | $12.32 | $12.98 | $13.63 | $14.28 | $14.93 | $15.60 |
| 7 | $12.18 | $12.56 | $13.18 | $13.84 | $14.48 | $15.15 | $15.78 |
| 8 | $12.39 | $12.77 | $13.42 | $14.05 | $14.74 | $15.37 | $16.01 |
| 9 | $12.59 | $12.98 | $13.63 | $14.29 | $14.94 | $15.61 | $16.24 |
| 10 | $12.86 | $13.26 | $13.91 | $14.55 | $15.18 | $15.84 | $16.48 |
| 11 | $13.08 | $13.49 | $14.15 | $14.81 | $15.46 | $16.15 | $16.76 |
| 12 | $13.37 | $13.79 | $14.44 | $15.09 | $15.73 | $16.36 | $17.03 |
| 13 | $14.01 | $14.44 | $15.09 | $15.74 | $16.39 | $17.05 | $17.73 |
| 14 | $14.32 | $14.76 | $15.40 | $16.07 | $16.71 | $17.37 | $17.93 |
| 15 | $14.63 | $15.09 | $15.73 | $16.36 | $17.03 | $17.71 | $18.31 |
| 16 | $14.99 | $15.45 | $16.13 | $16.75 | $17.41 | $18.04 | $18.76 |
| 17 | $15.35 | $15.83 | $16.45 | $17.12 | $17.78 | $18.42 | $19.02 |
| 18 | $16.38 | $16.87 | $17.50 | $18.23 | $18.85 | $19.49 | $20.11 |
| 19 | $16.84 | $17.38 | $18.00 | $18.60 | $19.34 | $19.97 | $20.62 |
| 20 | $17.25 | $17.79 | $18.43 | $19.06 | $19.68 | $20.33 | $20.98 |
| 21 | $17.68 | $18.24 | $18.86 | $19.52 | $20.16 | $20.78 | $21.44 |
| 22 | $17.94 | $18.49 | $19.17 | $19.82 | $20.52 | $21.13 | $21.79 |
| 23 | $18.40 | $18.97 | $19.62 | $20.27 | $20.92 | $21.58 | $22.26 |
| 24 | $18.91 | $19.49 | $20.11 | $20.77 | $21.42 | $22.06 | $22.71 |
| 25 | $19.48 | $20.07 | $20.70 | $21.37 | $21.99 | $22.66 | $23.30 |
| 26 | $20.03 | $20.66 | $21.28 | $21.94 | $22.60 | $23.23 | $23.84 |
| 27 | $20.57 | $21.21 | $21.84 | $22.48 | $23.12 | $23.77 | $24.41 |
| 28 | $21.12 | $21.78 | $22.41 | $23.07 | $23.73 | $24.38 | $25.02 |
| 29 | $21.68 | $22.35 | $23.00 | $23.66 | $24.30 | $24.94 | $25.59 |
| 30 | $22.29 - $25.62 | $22.98 - $26.41 | $23.64 - $27.18 | $24.25 - $27.90 | $24.91 - $28.61 | $25.54 - $29.36 | $26.16 - $30.06 |
| 31 | $25.45 - $26.68 | $26.24 - $27.51 | $26.87 - $28.26 | $27.52 - $28.97 | $28.18 - $29.71 | $28.87 - $30.41 | $29.50 - $31.14 |
| 32 | $27.10 - $28.47 | $27.93 - $29.35 | $28.59 - $30.07 | $29.27 - $30.82 | $29.96 - $31.59 | $30.62 - $32.30 | $31.28 - $33.03 |
| 33 | $28.20 - $29.62 | $29.07 - $30.54 | $29.73 - $31.28 | $30.41 - $32.07 | $31.12 - $32.83 | $31.83 - $33.58 | $32.50 - $34.29 |
| 34 | $29.33 - $30.76 | $30.22 - $31.72 | $30.93 - $32.49 | $31.60 - $33.27 | $32.30 - $34.03 | $32.99 - $34.81 | $33.68 - $35.59 |

(2) Effective at the beginning of the pay period which includes April 1, 2012, the following pay ranges and hourly rates of pay are hereby established as the "General Pay Plan" of this Contract. These pay ranges and hourly rates of pay shall be applied to the several classes of positions as set forth in Appendix A.

2%

| Pay Range | A | 0 | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|---|---|
| | | | STEPS | | | | |
| 5 | $10.83 | $11.16 | $11.82 | $12.50 | $13.17 | $13.85 | $14.47 |
| 6 | $12.18 | $12.57 | $13.24 | $13.90 | $14.57 | $15.23 | $15.91 |
| 7 | $12.42 | $12.81 | $13.44 | $14.12 | $14.77 | $15.45 | $16.10 |
| 8 | $12.64 | $13.03 | $13.69 | $14.33 | $15.03 | $15.68 | $16.33 |
| 9 | $12.84 | $13.24 | $13.90 | $14.58 | $15.24 | $15.92 | $16.56 |
| 10 | $13.12 | $13.53 | $14.19 | $14.84 | $15.48 | $16.16 | $16.81 |
| 11 | $13.34 | $13.76 | $14.43 | $15.11 | $15.77 | $16.47 | $17.10 |
| 12 | $13.64 | $14.07 | $14.73 | $15.39 | $16.04 | $16.69 | $17.37 |
| 13 | $14.29 | $14.73 | $15.39 | $16.05 | $16.72 | $17.39 | $18.08 |
| 14 | $14.61 | $15.06 | $15.71 | $16.39 | $17.04 | $17.72 | $18.29 |
| 15 | $14.92 | $15.39 | $16.04 | $16.69 | $17.37 | $18.06 | $18.68 |
| 16 | $15.29 | $15.76 | $16.45 | $17.09 | $17.76 | $18.40 | $19.14 |
| 17 | $15.66 | $16.15 | $16.78 | $17.46 | $18.14 | $18.79 | $19.40 |
| 18 | $16.71 | $17.21 | $17.85 | $18.59 | $19.23 | $19.88 | $20.51 |
| 19 | $17.18 | $17.73 | $18.36 | $18.97 | $19.73 | $20.37 | $21.03 |
| 20 | $17.60 | $18.15 | $18.80 | $19.44 | $20.07 | $20.74 | $21.40 |
| 21 | $18.03 | $18.60 | $19.24 | $19.91 | $20.56 | $21.20 | $21.87 |
| 22 | $18.30 | $18.86 | $19.55 | $20.22 | $20.93 | $21.55 | $22.23 |
| 23 | $18.77 | $19.35 | $20.01 | $20.68 | $21.34 | $22.01 | $22.71 |
| 24 | $19.29 | $19.88 | $20.51 | $21.19 | $21.85 | $22.50 | $23.16 |
| 25 | $19.87 | $20.47 | $21.11 | $21.80 | $22.43 | $23.11 | $23.77 |
| 26 | $20.43 | $21.07 | $21.71 | $22.38 | $23.05 | $23.69 | $24.32 |
| 27 | $20.98 | $21.63 | $22.28 | $22.93 | $23.58 | $24.25 | $24.90 |
| 28 | $21.54 | $22.22 | $22.86 | $23.53 | $24.20 | $24.87 | $25.52 |
| 29 | $22.11 | $22.80 | $23.46 | $24.13 | $24.79 | $25.44 | $26.10 |
| 30 | $22.74 - $26.13 | $23.44 - $26.94 | $24.11 - $27.72 | $24.74 - $28.46 | $25.41 - $29.18 | $26.05 - $29.95 | $26.68 - $30.66 |
| 31 | $25.96 - $27.21 | $26.76 - $28.06 | $27.41 - $28.83 | $28.07 - $29.55 | $28.74 - $30.30 | $29.45 - $31.02 | $30.09 - $31.76 |
| 32 | $27.64 - $29.04 | $28.49 - $29.94 | $29.16 - $30.67 | $29.86 - $31.44 | $30.56 - $32.22 | $31.23 - $32.95 | $31.91 - $33.69 |
| 33 | $28.76 - $30.21 | $29.65 - $31.15 | $30.32 - $31.91 | $31.02 - $32.71 | $31.74 - $33.49 | $32.47 - $34.25 | $33.15 - $34.98 |
| 34 | $29.92 - $31.38 | $30.82 - $32.35 | $31.55 - $33.14 | $32.23 - $33.94 | $32.95 - $34.71 | $33.65 - $35.51 | $34.35 - $36.30 |

(3) Effective at the beginning of the pay period which includes April 1, 2013, the following pay ranges and hourly rates of pay are hereby established as the "General Pay Plan" of this Contract. These pay ranges and hourly rates of pay shall be applied to the several classes of positions as set forth in Appendix A.

2.5%

| | STEPS | | | | | | |
|---|---|---|---|---|---|---|---|
| Pay Range | A | 0 | 1 | 2 | 3 | 4 | 5 |
| 5 | $11.10 | $11.44 | $12.12 | $12.81 | $13.50 | $14.20 | $14.83 |
| 6 | $12.48 | $12.88 | $13.57 | $14.25 | $14.93 | $15.61 | $16.31 |
| 7 | $12.73 | $13.13 | $13.78 | $14.47 | $15.14 | $15.84 | $16.50 |
| 8 | $12.96 | $13.36 | $14.03 | $14.69 | $15.41 | $16.07 | $16.74 |
| 9 | $13.16 | $13.57 | $14.25 | $14.94 | $15.62 | $16.32 | $16.97 |
| 10 | $13.45 | $13.87 | $14.54 | $15.21 | $15.87 | $16.56 | $17.23 |
| 11 | $13.67 | $14.10 | $14.79 | $15.49 | $16.16 | $16.88 | $17.53 |
| 12 | $13.98 | $14.42 | $15.10 | $15.77 | $16.44 | $17.11 | $17.80 |
| 13 | $14.65 | $15.10 | $15.77 | $16.45 | $17.14 | $17.82 | $18.53 |
| 14 | $14.98 | $15.44 | $16.10 | $16.80 | $17.47 | $18.16 | $18.75 |
| 15 | $15.29 | $15.77 | $16.44 | $17.11 | $17.80 | $18.51 | $19.15 |
| 16 | $15.67 | $16.15 | $16.86 | $17.52 | $18.20 | $18.86 | $19.62 |
| 17 | $16.05 | $16.55 | $17.20 | $17.90 | $18.59 | $19.26 | $19.89 |
| 18 | $17.13 | $17.64 | $18.30 | $19.05 | $19.71 | $20.38 | $21.02 |
| 19 | $17.61 | $18.17 | $18.82 | $19.44 | $20.22 | $20.88 | $21.56 |
| 20 | $18.04 | $18.60 | $19.27 | $19.93 | $20.57 | $21.26 | $21.94 |
| 21 | $18.48 | $19.07 | $19.72 | $20.41 | $21.07 | $21.73 | $22.42 |
| 22 | $18.76 | $19.33 | $20.04 | $20.73 | $21.45 | $22.09 | $22.79 |
| 23 | $19.24 | $19.83 | $20.51 | $21.20 | $21.87 | $22.56 | $23.28 |
| 24 | $19.77 | $20.38 | $21.02 | $21.72 | $22.40 | $23.06 | $23.74 |
| 25 | $20.37 | $20.98 | $21.64 | $22.35 | $22.99 | $23.69 | $24.36 |
| 26 | $20.94 | $21.60 | $22.25 | $22.94 | $23.63 | $24.28 | $24.93 |
| 27 | $21.50 | $22.17 | $22.84 | $23.50 | $24.17 | $24.86 | $25.52 |
| 28 | $22.08 | $22.78 | $23.43 | $24.12 | $24.81 | $25.49 | $26.16 |
| 29 | $22.66 | $23.37 | $24.05 | $24.73 | $25.41 | $26.08 | $26.75 |
| 30 | $23.31 - $26.78 | $24.03 - $27.61 | $24.71 - $28.41 | $25.36 - $29.17 | $26.05 - $29.91 | $26.70 - $30.70 | $27.35 - $31.43 |
| 31 | $26.61 - $27.89 | $27.43 - $28.76 | $28.10 - $29.55 | $28.77 - $30.29 | $29.46 - $31.06 | $30.19 - $31.80 | $30.84 - $32.55 |
| 32 | $28.33 - $29.77 | $29.20 - $30.69 | $29.89 - $31.44 | $30.61 - $32.23 | $31.32 - $33.03 | $32.01 - $33.77 | $32.71 - $34.53 |
| 33 | $29.48 - $30.97 | $30.39 - $31.93 | $31.08 - $32.71 | $31.80 - $33.53 | $32.53 - $34.33 | $33.28 - $35.11 | $33.98 - $35.85 |
| 34 | $30.67 - $32.16 | $31.59 - $33.16 | $32.34 - $33.97 | $33.04 - $34.79 | $33.77 - $35.58 | $34.49 - $36.40 | $35.21 - $37.21 |

(B) The pay plan shall be applied in the following manner:

(1) All employees will be paid at Step 0 during their first year of continuous service. Any employee initially hired after June 5, 2005 shall be paid in Step A.

(2) Upon completion of each year of continuous service all employees will advance one step in their respective pay range until they reach Step 5.

(3) At no time will an employee be paid higher than the maximum hourly rate of any step.

(C) Each year of continuous service shall be based upon an employee's continuous service as defined in Article 2. Solely for purposes of Section 26.1(A) and 26.1(B) of this Contract, a part-time employee will be deemed to have completed one (1) year of continuous service when he/she has accumulated more than 2,080 hours in paid status with no separation from City employment.

(D) Employees shall qualify for the step increases provided for under this Section 26.1 on the first day of the pay period following completion of each required period of continuous service.

**Section 26.2. Contributions to the Public Employees Retirement System of Ohio.**

(A) 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.

(B) Salary Reduction Employer Pick-up means the employee pays the retirement contributions and the employee's contributions are tax deferred. Fringe Benefit Employer Pickup means the employer pays the retirement contributions. Both types of pick-up are used in this Section 26.2(B).

For all full-time employees hired prior to May 15, 2011:

| Effective Date | Fringe Benefit | Salary Reduction |
|---|---|---|
| May 15, 2011 | 9% | 1% |
| April 1, 2012 | 8% | 2% |
| April 1, 2013 | 7% | 3% |

For all full-time employees hired on or after May 15, 2011:

| Effective Date | Fringe Benefit | Salary Reduction |
|---|---|---|
| May 15, 2011 | 0% | 10% |

For all part-time employees:

| Effective Date | Fringe Benefit | Paid by Employee |
|---|---|---|
| Continuing in effect | 6% | 4% |

Any remaining portion of the full-time employee contribution shall be paid by the employee.

This contribution is a salary reduction employer pick-up and is tax deferred.

The provisions of Section 26.2 shall not apply to any employee hired (first day of employment) by the City on or after May 15, 2011, or as soon as practicable thereafter, into a classification in the bargaining unit; and such employee will be responsible for paying the full employee contribution to the Ohio Public Employees Retirement System. Transfers within the City and employment status changes (without a break in service) are exceptions to this provision. This contribution is a salary reduction employer pick-up and is tax deferred.

(C) 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 and separate ordinances as required and as passed by City Council**.**

(D) If, at any time, the Ohio Public Employee Retirement System reduces the employee contribution to an amount less than ten percent (10%), the City's obligation shall be reduced accordingly with no further requirement to adjust employees' compensation.

**Section 26.3. Administration of Pay Plan.**

(A) Pay Rates. All employees in the bargaining unit shall be granted a two percent (2%) pay increase effective at the beginning of the pay period which includes April 1, 2011; a two percent (2%) increase effective at the beginning of the pay period which includes April 1, 2012; and a two and a half percent (2.5%) increase effective at the beginning of the pay period which includes April 1, 2013. The hourly rate of pay of each employee of the City shall be at the sole pay rate for employees whose classes are assigned to Pay Range 29 or below. Employees whose classes are assigned to Pay Range 30 or above shall be paid as provided herein, or at an hourly rate authorized for that pay range as provided in Subsection (B), (C), and (D) below. Changes in pay made to any rate in Pay Range 30 and above shall be effective at the beginning of the next pay period following written notice by the Appointing Authority to the Civil Service Commission. Except as set forth in this Article, the City will not unilaterally change an employee’s Pay Range.

(B) New Hiring Rate. The hiring rate for a class shall be at the lowest pay rate in the range except as otherwise provided herein. Wherein a multiple pay range is established for a classification, the Appointing Authority will designate the range at which the employee shall be paid in Step 0. Any employee initially hired after June 5, 2005 shall be paid in Step A.

(C) Demotion. Whenever an employee is reduced from his/her class to a class which is assigned more than one pay range or more than one pay rate, the Appointing Authority shall have the sole discretion as to which range or rate the employee is entitled to be paid within the new class.

(D) Local 1632 Merit Increases. The City shall continue a merit pay review system for bargaining unit employees assigned to classifications with variable pay ranges and/or pay ranges 30 and above. Each employee shall be evaluated once every two (2) years (provided the conditions set forth below are met) based on the employee's classification seniority date. If an employee meets or exceeds the requirements of the merit pay review system, the Appointing Authority or designee may approve a merit pay increase for him/her. If an employee has reached the highest step of the highest pay range(s) assigned to his/her classification, and otherwise qualifies for a merit increase, the Appointing Authority or designee may give that employee a merit bonus of two hundred ($200), less taxes and appropriate deductions. If an employee is denied a merit pay increase, the employee shall be provided the reason(s) for such denial in writing. A merit increase will not be denied solely on the basis of a lack of funding.

Any employee hired after June 1, 2003 will be eligible for merit consideration after successful progression through Step 5.

For those employees whose classification seniority date falls on or after July 1, 2008, after July 1, 2008, any applicable merit increase must be given no later than the first day of the first pay period following the ninetieth ($90^{th}$) day after the employee's classification seniority date. Any merit increase processed after that date will be retroactive to said date.

(E) Additional Compensation or Benefits. Except as provided in Section 26.7 of this Contract, no employee shall receive, and the City Treasurer shall not draw any checks or any additional compensation in any form, sick and injury leave, vacation, insurance coverage and any and all other benefits and privileges, for any employee who substitutes or acts for another in the position of another, other than the position to which he/she was appointed pursuant to the Ohio Constitution, City Charter provisions, and the rules and regulations of the Civil Service Commission. No Appointing Authority shall appoint any person or submit any personnel action form contrary to said constitution, charter, rules and regulations, and the provisions of this Contract.

(F) Payroll Deductions. Payroll deductions shall be governed first by the ability of the City Auditor's payroll system to handle them, and secondly, upon a determination by the City of the type of payroll deductions which are to be offered to employees and also based upon which ones will benefit the largest number of employees. Deductions or withholdings, except where demanded or required by law, must be agreed to in writing by the employee with the specific reason stated in writing and filed with the Appointing Authority.

(G) City Council Authorization Required. Neither the Civil Service Commission nor the City Auditor shall approve and/or pay any pay rate based on the assignment of any class to a pay range not specifically authorized by Board of Health, except as provided in Article 26.7.

**Section 26.4. Report-In Pay.**
When any full-time employee reports for work in his/her regular shift and has not received written notification from the Appointing Authority or his/her designee by the previous workday not to report, he/she shall be assigned at least three (3) hours of work at any available job, or in the event that no work is available, he/she shall be paid three (3) hours straight-time at his/her regular hourly rate and released from duty no more than thirty (30) minutes after the report-in time. All written notices not to report shall be countersigned by the employee affected. Where written notice is provided, the written notice may direct employees not to report to work for multiple work days. This Section 26.4 shall not apply in hazardous weather conditions as set forth in Section 30.11.

**Section 26.5. Call-Back Pay.**
A call-back is defined as an unscheduled work assignment which does not immediately precede or follow an employee's scheduled work hours (this provision, for example, does not apply to a pre-scheduled early call-in or in cases of overtime authorized as an extension of a regular shift). In any situation where notification of the overtime is given prior to the end of a scheduled shift, call-back pay shall not apply. When any full-time employee is required by the Appointing Authority or his/her designee to report to work after he/she has been relieved of duty upon the completion of the employee's regular schedule and he/she does so report, he/she shall be paid for a minimum of four (4) hours at time and one-half his regular hourly rate, except that if the call-back occurs on the second regular day off and the employee is eligible for double time, he/she shall be paid at the double time rate for a minimum of four (4) hours. If the call-back occurs within two (2) hours of the start of the employee's regular shift, he/she shall be paid a minimum of two (2) hours at time and one-half his/her regular hourly rate. If an employee is called back to work, he/she will be paid from the time he/she leaves his/her home until the time he/she is released from duty, subject to the above stated provisions. This provision does not apply in cases of overtime authorized as an extension of a regular shift.

**Section 26.6. Shift Differential.**

(A) The Appointing Authority, at the time of hire, shall designate or assign the applicable shift for each new hire and such assignments shall not abridge the seniority rights of employees. The shift designation shall determine the shift differential for the entire shift. The provisions of this Section apply to full-time and part-time employees.

(B) A differential in pay of fifty-two cents ($.52) per hour over the regular hourly rate shall be paid to employees who are assigned to work eight (8) hours on the second shift; a differential of sixty cents ($.60) per hour over the regular hourly rate shall be paid to 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.

(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 departments, divisions, sections, offices, and programs 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 26.7. Working Out of Classification Pay.**

Employees in full-time non-seasonal job classifications who are temporarily assigned to a classification with 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 four (4) consecutive hours in the higher class in a workday. Working out of class assignments are not to be used in lieu of seeking approval for filling a vacant position, nor 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 26.8. Service Credit.**

A service credit payment shall be paid during December of each year to those full-time employees of the City, who are in active service, paid status or authorized leave without pay as of November 30 of each calendar year. The computation of the total years of continuous service as set forth in the following schedule 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 26.9, the years of continuous service in the schedule below 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.

**SERVICE CREDIT PAYMENT SCHEDULE**

| | |
|---|---|
| More than 5 years of continuous service | $550 |
| More than 8 years of continuous service | $650 |
| More than 14 years of continuous service | $750 |
| More than 20 years of continuous service | $850 |
| More than 25 years of continuous service | $950 |

**Section 26.9. Police Communication Technician Training Pay.**

A full-time employee classified as Police Communication Technician who teaches a class of employees in a classroom setting (e.g. not in the Radio Room) will be paid four percent (4%) above the employee's regular hourly rate for each hour of training. Effective August 1, 2008, a full-time employee classified as Police Communication Technician who instructs new employees will be paid four percent (4%) for each hour of instruction. The selection of Police Communication Technicians to teach newly hired Police Communication Technicians will be at the sole discretion of the Appointing Authority.

**Section 26.10. Pay Review Committee.**
The City and Union agree to recognize the existing Pay Review Committee, comprised of City and Union members, to review pay range inequities resulting in difficulties in recruiting or retaining employees or resulting from classification action taken by the Civil Service Commission. Other inequities may be considered as determined by a consensus of the Committee members or by the Director of the Department of Human Resources.

**Section 26.11. Perfect Attendance.**
Each employee who has perfect attendance for a full quarter of a payroll year shall receive one hundred dollars ($100.00) incentive payment for that quarter less taxes and appropriate deductions. Any vacation leave that must be taken or forfeited in accordance with Section 19.3, will not be considered as leave time off when determining perfect attendance for that quarter. Any vacation leave donated in accordance with the Time Donation Program set forth in Article 33 will not be considered as leave time off when determining perfect attendance for that quarter.

## ARTICLE 27 - INSURANCE

**Section 27.1. Health Insurance.**
The City shall continue to provide comprehensive major medical, dental, vision care and prescription drug benefits for all full-time employees as are now in effect, with modifications as detailed below, for both the employee and family coverage. Employees hired on or after April 1, 1987 must complete one (1) year of continuous city service before qualifying for dental and vision benefits; such benefits will become available at the start of the month following the month in which they complete one (1) year of continuous service.

(A) Comprehensive Major Medical.

(1) Inpatient alcohol or drug treatment (substance abuse) limited to one confinement per calendar year, per individual, with no more than thirty-five (35) calendar days per confinement.

(2) Inpatient psychiatric treatment limited to a sixty (60) day maximum per calendar year.

(3) Outpatient drug treatments are added as a covered benefit.

(4) Outpatient alcohol or drug treatment (substance abuse) payments will be limited to a fifty percent (50%) co-payment, applied to a total of twenty five (25) visits per calendar year per individual when provided by a non-network provider.

Outpatient alcohol or drug treatment (substance abuse) payments will continue to be limited to a total of twenty five (25) visits per calendar year per individual when provided by a network provider. An office co-pay for the visit will apply as specified in Sec. 27.1(A)(23).

(5) Outpatient psychiatric payments will be limited to a sixty/forty percent (60/40%) co-payment, applied to a total of twenty-five (25) visits per calendar year when provided by a non-network provider.

Outpatient psychiatric payments will continue to be limited to a total of twenty-five (25) visits per calendar year when provided by a network provider. An office co-pay for the visit will apply as specified in Sec. 27.1(A)(23).

(6) A mental health/substance abuse case management benefit whereby an eligible participant may elect to exchange unused mental health or substance abuse inpatient days for other needed mental health or substance abuse benefits as determined medically necessary by the plan administrator. The medical necessity and exchange rate shall be determined by the plan administrator.

(7) Weight loss schedule limited to examination charges only. Food supplements in the treatment of obesity are excluded.

(8) Services rendered by a Hospice Care program will be covered up to a maximum of sixty (60) days. Covered services include those services for which the employee and covered dependents are eligible during a hospital admission.

(9) Physical therapy, occupational therapy and/or chiropractic visits will be covered up to a combined annual maximum of thirty (30) visits per person, based upon medical necessity.

(10) SB 199 Newborns' and Mothers' Health Protection Act of 1996 (NMHPA) provided the following minimum coverage for maternity benefits: At least forty-eight (48) hours inpatient hospital care following a normal vaginal delivery; at least ninety-six (96) hours inpatient hospital care following a cesarean section; and physician directed follow-up care. Effective November 8, 1998, language amended the original bill so that the minimum stay requirements are not applicable if the mother and attending provider mutually consent that the mother and child can be discharged early.

(11) A two hundred dollar ($200.00) annual deductible with an eighty/twenty percent (80/20%) coinsurance of the next fifteen hundred dollars ($1,500.00) in reasonable charges or three hundred dollars ($300.00), for a total out-of-pocket maximum of five hundred dollars ($500.00) per single contract per year.

(12) A four hundred dollars ($400.00) annual family deductible with an eighty/twenty percent (80/20%) coinsurance of the next two thousand dollars ($2,000.00) of reasonable charges or four hundred dollars

($400.00), for a total out-of-pocket maximum of eight hundred dollars ($800.00) per family contract per year.

(13) If the employee and/or dependent receives services from a preferred provider (PPO), reimbursements will remain at the current eighty/twenty percent (80/20%) coinsurance. If the participating providers are not used, coinsurance will be reduced to sixty/forty percent (60/40%). The additional twenty percent (20%) coinsurance is the employee's responsibility and not subject to the out-of-pocket maximum. Any network modifications made by the plan administrator will apply.

(14) Temporomandibular joint pain dysfunction, syndrome or disease or any related conditions collectively referred to as "TMJ" or "TMD" will be covered on the basis of medical necessity, up to a lifetime maximum of two hundred dollars ($200.00). This limit does not apply to surgical services on the jaw hinge.

(15) For new hires and their eligible dependents, a pre-existing condition clause will apply. In the event medical care or consultation is sought or received within six (6) months prior to the employee's effective date of coverage, the medical condition will not be payable for twelve (12) months from the effective date of coverage.

(16) Effective with office visits occurring ninety (90) days after acceptance of this collective bargaining agreement by City Council, the plan will cover routine physicals, exams, immunizations and diagnostic tests subject to an annual maximum of five hundred dollars ($500) per individual for covered persons age 1 (starting the day following the birthday) to age 18 birthday, age 18 and over with a two hundred dollar ($200) maximum; with a twelve hundred ($1200) family maximum. An office visit co-pay shall apply as specified in Paragraph (24) herein. Stress test are payable only if the plan administrator determines that they are medically necessary. House Bill 478 provides coverage for eligible dependents from birth to age 9.

Effective ninety (90) days after acceptance of this collective bargaining agreement by City Council, well baby care from birth to age one (1) birthday including immunizations, exams, and routine diagnostic services are payable under the program up to a seven hundred and fifty dollar ($750) maximum payment for each eligible dependent, subject to the deductible, coinsurance and reasonable charge provisions.

(17) Provide coverage for routine mammograms up to a maximum of one hundred twenty-five ($125.00) dollars ($125.00) according to the following frequency:

- one baseline exam for women 35-39 years of age;
- one exam every calendar year for women age 40 and over.

(18) Effective ninety (90) days after acceptance of this collective bargaining agreement by City Council, provide coverage for an annual (one (1) per calendar year) routine prostate/colon rectal cancer tests for men age 40 and over up to a maximum of eighty-five dollars ($85.00).

For men and women age 40 and over, one sigmoidoscopy exam per three (calendar) year period, will be covered up to a maximum of one hundred dollars ($100.00). For men age 40 and over, an annual (one per calendar year) PSA blood test will be covered up to a maximum of one hundred dollars ($100.00).

(19) The chiropractic services schedule, which limits the frequency of chiropractic visits, has been removed. Utilization review will determine medical necessity.

(20) Prescription drug deductible charges are not payable under this medical contract.

(21) Any reference to UCR in this Contract or related plan documents shall be replaced by reasonable charges.

(22) The City will work with the Union to plan, promote, and provide wellness training and awareness.

(23) Physician office visits will be subject to a fifteen dollar ($15.00) co-pay per in-network primary care physician visit (PCP includes Family, General, Internal, Pediatrician, and OB/GYN physicians); the fifteen dollar ($15.00) co-pay will apply to out-patient psychiatric and substance abuse doctors office visits subject to the limits specified in Section 27.1(A)(4) and (5). Eligible services, which shall include diagnostic, surgical and/or specialty services, routine mammograms and routine prostate/colon rectal cancer tests subject to the limits specified in Section 27.1(A)(17) and (18), provided in the network physician's office and billed by that office shall be covered at one hundred percent (100%) after office visit co-pay.

A specialty care physician office visits will be subject to a twenty-five dollar ($25.00) co-pay per in-network specialist visit. Eligible services, which shall include diagnostic, surgical and/or specialty services, routine mammograms and routine prostate/colon rectal cancer tests subject to the limits specified in Section 27.1(A)(17) and (18), provided in the network physician's office and billed by that office shall be covered at one hundred percent (100%) after office visit co-pay.

The co-pay does not apply to the annual deductible and coinsurance; but, effective June 1, 2005, the co-pay does apply to the out of pocket maximum. The annual medical plan deductible will not apply to office visit charges for which the office co-payment applies. Care rendered by non-network providers shall be subject to the annual deductible, co-insurance,

out-of-pocket maximum, and twenty percent (20%) penalty as specified in Section 27.1(A)(4).

(B) Prescription Drug. The City shall maintain the current prescription drug coverage, except for the following modifications, unless otherwise specified below:

(1) Under the prescription drug ID card program and direct reimbursement program, the employee shall be responsible for a five dollar ($5.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is ten dollars ($10.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is twenty-five dollars ($25.00). The five dollar ($5.00) co-pay applies to all allergy prescriptions under the direct reimbursement program.

(2) Mail order prescription drugs will be limited to a thirty (30) day minimum and a ninety (90) day maximum supply. Under the mail order program, the employee shall be responsible for a ten dollar ($10.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is twenty dollars ($20.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is fifty dollars ($50.00).

Maintenance drugs must be obtained through the mail order program. The original prescription with no refills may be purchased locally but subsequent refills must use the mail order program.

(3) The prescription Drug Preferred Provider Organization (PPO) arrangement, the employee shall be responsible for a five dollar ($5.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is ten dollars ($10.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is twenty-five dollars ($25.00) for participating pharmacies. If participating pharmacies are not used, an additional ten dollar ($10.00) co-pay shall be imposed.

(4) Services Not Covered:

- Experimental drugs.
- Drugs which may be dispensed without prescription, such as aspirin, even though a doctor may have prescribed them.
- Non-prescription items.
- Medications which are covered under the terms of any other employer sponsored group plan, or for which the individual is entitled to receive reimbursement under Workers' Compensation for any other federal, state or local governmental program.
- Immunization Agents (except as provided in the second paragraph of Section 27.1).

- Drugs deemed not medically necessary.
- Administration of prescription drugs.
- Any prescription refill in excess of the number specified by the physician or any refill dispensed after one (1) year from date of the physician's original order.
- Medication taken by, or administered to, the individual while a patient is in a licensed hospital, extended care facility, nursing home or similar institution which operates or allows to be operated, on its premises, a facility for dispensing drugs.
- Contraceptive medication, other than birth control pills and, effective ninety (90) days after acceptance of this collective bargaining agreement by City Council, additional contraceptives may be approved based on medical necessity.
- Anti-obesity drugs.
- Dietary and food supplements.

(5) Dispensing Limitation. Each prescription may be filled up to a maximum of a thirty (30) day supply at retail and ninety (90) days supply at mail order.

(6) Misuse of Prescription Drug Program. Misuse or abuse of the prescription drug program, verified by the appropriate law enforcement agency, shall result in suspension of the employee's prescription drug card for a period of twelve (12) months. As used herein, verification of misuse or abuse of the prescription drug program occurs when the appropriate law enforcement agency files criminal charges against the employee or dependent, or refers (diverts) the employee or dependent to a counseling and rehabilitation program in lieu of criminal charges. If the employee/dependent is found not guilty, the prescription drug card shall be reinstated.

(C) Dental. Dental general anesthesia administered by the dentist is a covered service. Effective immediately, osseous surgery will be eliminated from the dental plan, as this service is payable under the medical plan.

A voluntary dental PPO shall be available to members which allow voluntary selection of a participating provider which will result in no balance billing over reasonable charges. All existing coinsurance levels and exclusions continue to apply.

The City shall maintain the current dental coverage, except as modified below, which will be effective June 1, 2005.

(1) The maximum annual amount for covered dental expenses, except for orthodontics, for employees and eligible dependents shall be $1,500.00.

(2) The lifetime maximum payable for orthodontia services for eligible dependents under age nineteen (19) shall be $1,850.00.

(D) Cost Containment. The term "employee" as it pertains to this section shall mean the employee and all of his/her eligible dependents. These programs took effect July 1, 1990:

(1) Pre-Admission Certification. If an employee is informed that a non-emergency inpatient admission is necessary, including psychiatric/substance abuse treatment, the inpatient admission must be pre-certified by the City's medical utilization review administrator. If no pre-certification is made or the inpatient admission is determined not to be medically necessary, a ten percent (10%) penalty will be applied to total charges in addition to the deductible, coinsurance and out of pocket maximum. In the event the care is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

Emergency Admissions. Emergency inpatient hospital confinements including inpatient psychiatric treatment must be certified within forty-eight (48) hours of admission, unless the employee is incapable of communicating with the City due to his/her medical or psychological conditions, or a ten percent (10%) penalty will be applied to total charges in addition to the deductible, co-insurance and out-of-pocket maximum. In the event the care is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

(2) Assigned Length of Stay (Concurrent Review). Once an elective admission has been pre-certified, a length of stay is assigned. If the hospital stay extends beyond the assigned length of stay, the employee will be responsible for all additional charges of medically unnecessary care, in addition to the deductible, coinsurance and out of pocket maximum. Medically necessary care will constitute justification for certification of a length of stay extension by the City's utilization review administrator.

(3) Continued Treatment and Technological Review. These treatments will include:

(a) Therapy

(1) Physical Therapy
(2) Occupational Therapy

(b) Advanced Technological Procedures

(1) Magnetic resonance imaging (MRI)
(2) Lithotripsy
(3) Ultrasound imaging during pregnancy
(4) Angioplasty

(c) Treatment

(1) Chiropractic
(2) Podiatric

Once the employee's physician informs the employee that it is medically necessary for the employee to receive physical therapy, occupational therapy, chiropractic treatment or podiatric treatment on an ongoing basis, the employee must contact the City's medical utilization review administrator to obtain continued treatment authorization. Also, if the employee's physician instructs the employee to receive any of the listed advanced technological procedures, it is necessary for the employee to contact the City's utilization review administrator to obtain pre-treatment authorization.

In the event the employee does not obtain authorization for continued therapy, treatment or technological review, the employee will be responsible for ten percent (10%) of the total charges, in addition to the deductible, coinsurance and out of pocket maximum. In the event the care the employee receives is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

(4) Mandatory Second Surgical Opinion. For all inpatient and outpatient non-emergency surgeries, a second surgical opinion may be required as directed by the utilization review administrator. This second opinion shall be covered at one hundred percent (100%) of the reasonable charges. If the first two opinions conflict, a third opinion shall also be covered at one hundred percent (100%) of reasonable charges. If a second opinion is not obtained for the surgeries, a ten percent (10%) penalty of total charges shall be applied, in addition to the deductible, coinsurance and out of pocket maximum.

Based on medical information obtained prior to the surgery, the City's medical utilization review administrator may waive the mandatory second surgical opinion requirement in specific cases.

(5) Medical Case Management. This program allows a consultant to review an employee's medical treatment plan to determine whether the covered person qualifies for alternate medical care. The determination of eligibility for a patient's medical case management will be primarily based upon medical necessity and appropriate medical care. Recommendations will be made to the family and health care providers. The utilization review administrator will recommend alternate medical treatment on a case-by-case basis. Alternate medical treatment benefits refer to expenses that are approved before they are incurred, which may not otherwise be payable as covered expenses under the medical plan.

(6) Planned Discharge Program. In the event an employee is hospitalized and it is determined that hospitalization is no longer needed, this program

allows the patient to receive care in the most medically appropriate setting.

(7) Hospital Bill Review. If an employee reviews his/her hospital bill and discovers overcharges by the provider, he/she will receive fifty percent (50%) of the reimbursed overcharges up to a maximum of $250.00 per employee per confinement, upon verification of such overcharges by the third party administrator.

(8) Hold Harmless. In the event a dispute arises over payment for services provided, the City shall hold harmless an employee or dependent who, prior to receiving such services, has: 1) complied with the requirements and certification of the cost containment program, and 2) verified benefit plan coverage through the third party administrator.

**Section 27.2. Life Insurance.**

(A) The City shall maintain term life insurance in the amount of one and one-half times the employee's straight-time hourly rate in effect at the time of death, multiplied by 2,080 hours, or $27,000, whichever is greater, for all full-time employees less than sixty-five (65) years of age. Full-time employees sixty-five (65) to seventy (70) years of age shall receive term life insurance in the amount of either sixty-five percent (65%) of one and one-half times the employee's straight time hourly rate in effect at the time of death multiplied by 2,080 hours, or $17,700, whichever is greater. Full-time employees seventy (70) years of age and over shall receive term life insurance in the amount of either thirty-nine percent (39%) of one and one-half times the employee's hourly rate in effect at the time of death multiplied by 2,080 hours, or $10,530, whichever is greater.

(B) Voluntary Universal Life Insurance. Employees shall be eligible to purchase additional life insurance through payroll deductions. Upon termination, employees will be eligible to continue life insurance coverage at the group rate at their own expense, to the extent permitted by the terms of the City's group plan.

**Section 27.3. Vision.**

The City shall maintain the current vision care plan for all eligible members, except for the following plan changes:

(A) Increase out-of-network reimbursement schedule to:

Professional Fees

| | |
|---|---|
| Examination up to | $35.00 |

Materials

| | |
|---|---|
| Single Vision Lenses, up to | $35.00 |
| Bifocal Lenses, up to | $50.00 |
| Trifocal Lenses, up to | $60.00 |

| | |
|---|---|
| Lenticular Lenses, up to | $90.00 |
| Frames, up to | $35.00 |
| Contact Lenses - necessary | $170.00 |
| Contact Lenses – cosmetic | $90.00 |

(B) The In-network frame allowance is $135.00.

**Section 27.4. Eligibility for Insurance Plans.**

(A) Full-Time Employees. Eligibility for enrolling new employees for health insurance, dental insurance, vision care, prescription drug, and term life insurance shall be based upon an employee's active service in a position or employment, which is to be performed in accordance with an established scheduled working time, such schedule to be based upon not less than forty (40) hours per seven (7) consecutive calendar days for fifty-two (52) consecutive seven (7) day periods per annum. Employees shall become eligible for the benefits outlined in Sections 27.1 through 27.5 on the first of the month following their hire date or on the first of the month following the date upon which they complete one (1) year of continuous City service, unless hired on the first of the month, whichever is applicable.

(B) Full-time employees may waive coverage in the employee insurance programs during the month of February in each calendar year. Once the waiver is executed, the employee must wait until Open Enrollment Month (February) in a subsequent year to re-enroll in the benefit plans. In the event of a divorce, legal separation, the death of a spouse or the spouse involuntarily loses family coverage through the spouse’s employer, the employee may enroll with the City of Columbus insurance program within thirty (30) days of such event.

(C) Full-Time Limited. Eligibility for enrolling full-time limited employees for medical and prescription insurance coverage only shall be based upon membership in the bargaining unit; and the employee having worked a minimum of 1,040 hours the previous calendar year; and payment of the full established funding rate, which will be converted into a single and family premium. A special enrollment will be held within one hundred twenty (120) days of the effective date of this Contract for employee enrollment. Each year thereafter, enrollment will occur during Open Enrollment Month (February). In the event of a divorce, legal separation, the death of a spouse, or the spouse involuntarily loses family coverage through the spouse's employer, the eligible employee may enroll with the City of Columbus insurance program within thirty (30) days of such event. Upon the completion of two (2) consecutive years and a minimum of 2,080 hours, and every consecutive year thereafter, employees' eligible dependents are eligible to enroll for medical coverage during Open Enrollment Month.

(D) Part-Time Regular. Eligibility for enrolling part-time regular employees for medical and prescription insurance coverage only shall be based upon membership in the bargaining unit; and the employee having worked a minimum of 1,040 hours the previous calendar year; and payment of one-half of the established funding rate, which will be converted into a single and family

premium. Enrollment will occur during Open Enrollment Month (February). In the event of a divorce, legal separation, the death of a spouse, or the spouse involuntarily loses family coverage through the spouse's employer, the eligible employee may enroll with the City of Columbus insurance program within thirty (30) days of such event. Upon the completion of two (2) consecutive years and a minimum of 2,080 hours, and every consecutive year thereafter, employees' eligible dependents are eligible to enroll for medical coverage during Open Enrollment Month.

**Section 27.5. Employee's Monthly Premiums.**

(A) The monthly premium for all full-time employees who participate in the City's insurance programs shall be an amount equal to nine percent (9%) of the negotiated insurance base. Effective with the pay period that includes January 1, 2013, the monthly premium for all full-time employees who participate in the City's insurance programs shall be an amount equal to ten percent (10%) of the negotiated insurance base. The negotiated insurance base shall be the total actual cost to the City of the claims and administrative fees (not to include internal City administrative costs) for medical, dental, vision and prescription drugs for employees in this bargaining unit for the preceding benefit year of February 1 through January 31. The premium will be established as single and family rate. For full-time limited and part-time regular employees who participate in the City's insurance programs, premiums will be paid pursuant to provisions in Section 27.4. Half of the monthly premium will be deducted each pay period not to exceed the total monthly premium.

If an employee elects individual life insurance coverage only, the pre-existing monthly single employee life insurance premium rate to be charged to the employee shall be five dollars and fifty cents ($5.50). Such premiums shall be paid through an automatic payroll deduction.

(B) Providing the employee continues monthly premium coverage payments, insurance coverage's for which the employee is eligible will be extended ninety (90) days beyond the end of the month during which an employee's approved leave without pay or leave of absence status became effective. The employee's insurance will then be terminated with an option to participate in the City's insurance continuation program, COBRA, as defined in Article 2, at the employee's expense.

**Section 27.6. Pre-Tax Benefits.**

Full-time employees may choose to participate in a pre-tax Dependent Care and Pre-tax Insurance Premium Program offered by the City or its appointed program administrator. Enrollments will be offered at the time of hire or during an Open Enrollment Month each year.

(A) Insurance Premiums. Each participant who elects to pre-tax the monthly insurance premium must complete the necessary election form, which authorizes the City payroll to pre-tax that premium.

(B) Dependent Care Program. Each participating employee who elects to enroll in the Dependent Care Program will determine an amount to be pre-taxed biweekly

through payroll deduction. The annual pre-tax limit, determined by each participant, shall not conflict with IRS limits identified in the Internal Revenue Code.

(C) Amendments to the annual pre-tax maximum can only occur during Open Enrollment Month, on the annual plan renewal date or when a change in status occurs.

(D) Participants will submit allowable claims to the City's plan administrator. Remittance from the participant's Dependent Care account will be sent directly to each plan participant. Amounts for which a participant does not have an eligible claim will be forfeited at the end of each plan year. These pre-tax plans will remain in effect so long as they continue to be authorized by the Internal Revenue Code.

**Section 27.7. Appeal Process.**

The extent of coverage under the insurance policies (including self-insured plans) shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning an employee's claim for benefits under said insurance policies or plans shall be resolved in accordance with the terms and conditions set forth in said policies or plans, including the claims appeal process available through the insurance company or third party plan administrator, and shall not be subject to the grievance procedure of this Contract. In the event the employee benefit booklet and negotiated contract are not specific, the plan administrator's administrative guidelines will prevail; provided, however, that this shall not prejudice the right of the employee to appeal a claims dispute to the plan administrator and to the Ohio Department of Insurance.

## ARTICLE 28 - CONTINUING EDUCATION/TRAINING

**Section 28.1. Tuition Reimbursement.**

All full-time employees with one (1) or more years of continuous active service shall be eligible for a reimbursement of instructional fees and laboratory fees of up to one thousand six hundred dollars ($1,600) per calendar year for undergraduate studies or up to two thousand dollars ($2,000) per calendar year for graduate studies voluntarily undertaken by him/her. Effective January 1, 2009, all full-time employees with one (1) or more years of continuous active service shall be eligible for a reimbursement of instructional fees and laboratory fees of up to three thousand dollars ($3,000) per calendar year for undergraduate studies or up to three thousand six hundred dollars ($3,600) per calendar year for graduate studies voluntarily undertaken by him/her. The tuition reimbursement program shall be subject to the following conditions:

(A) No employee on an unpaid leave of absence, unauthorized leave of absence, disability leave or injury leave may apply for tuition reimbursement.

(B) All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Appointing Authority or his/her designee and with the Department of Human Resources. All courses are subject to approval by the Department of Human Resources. There

must be a correlation between the employee's duties and responsibilities or courses that may lead to career advancement within the City and the courses taken or the degree program pursued. All scheduled times of courses must be approved by the Appointing Authority or his/her designee. Any situation which, in the discretion of the Appointing Authority or his/her designee, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses.

(C) Institutions must be located or courses of instruction given within Franklin County or adjoining counties. If a specific course(s) is not offered at an approved institution within Franklin County or adjoining counties, an approved institution elsewhere in Ohio may be utilized. Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers. Internet courses will be approved on a case-by-case basis. Correspondence courses, seminars, conferences and workshops are not included.

(D) The Department of Human Resources shall determine the approved institutions for which reimbursement for instructional fees and laboratory fees may be made under this Section 28.1. Only those institutions approved by the Department of Human Resources shall establish eligibility of the employee to receive reimbursement for instructional fees and laboratory fees. Additional institutions may be added by forwarding an application for reimbursement to the Department of Human Resources. Application for approval of institutions and courses must be made to the Department of Human Resources not more than sixty (60) days or less than ten (10) days prior to the first day of the scheduled course(s).

(E) Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible for under this Section 28.1. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to payment from the City.

(F) Reimbursement for instructional fees and laboratory fees will be made when the employee satisfactorily completes a course and presents an official certificate or its equivalent and the original of the unpaid invoice from the institution confirming completion of the approved course.

(G) No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals or any other expense connected with any course except the cost of instructional fees and laboratory fees as outlined in Paragraph (F).

(H) Any employee participating in the tuition reimbursement program who resigns or retires or is discharged for cause must repay the tuition reimbursement paid by the City for courses taken less than two (2) years prior to the date of termination or discharge. If necessary, this amount will be deducted from the employee's terminal leave pay or his/her final paycheck.

(I) The administration of the tuition reimbursement program will require the Department of Human Resources to be responsible for establishing rules, devising forms and keeping records for the program.

**Section 28.2. General Educational Development (GED) Program.**

Each full-time employee with one (1) or more years of continuous City service who successfully completes GED certification shall be eligible for a reimbursement of the examination fee of up to twenty dollars ($20.00) (or any future increase in examination fee that may be approved by the Office of Adult Basic Education, Ohio Department of Education) subject to the following conditions:

(A) Any financial assistance from any governmental or private agency available to an employee in pursuit of his/her GED shall be deducted in the entire amount from the examination fee. If an employee's examination fee is fully covered by another governmental or private agency, then the employee is not entitled to payment from the City.

(B) Reimbursement of the examination fee will be made when the employee satisfactorily completes the GED examination and presents an official certificate or its equivalent and a receipt of payment confirming completion of the examination.

(C) No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, child care, meals or any other expense connected with the GED preparation or examination, except the cost of the examination fee as outlined in (B) above.

(D) Time off with pay may be granted, with the approval of the Appointing Authority, for purposes of preparing for the GED examination and for purposes of taking the examination. All scheduled hours for preparatory courses and examination must be filed with the Appointing Authority and with the Department of Human Resources within a reasonable time period. All scheduled times of courses must be approved by the Appointing Authority or designee. Any situation which, at the discretion of the Appointing Authority or designee, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses.

(E) The administration of the General Educational Development Program will require the Director of the Department of Human Resources or his/her designee to be responsible for establishing rules, devising forms, and keeping records.

**Section 28.3. Employer-Provided Training Opportunities.**

Any employee who receives training for a job assignment for which the City incurs costs of more than fifteen hundred dollars ($1,500.00) in any twelve (12)-month period shall remain in that job assignment for a minimum of two (2) years after the completion of such training. The fifteen hundred dollars ($1,500.00) shall include tuition, course fees, travel expenses, per diem, the value of compensated time away from work as well as any overtime paid to the employee while attending such training, and the cost of any specialized equipment which may need to be custom fitted or ordered for the employee to perform such job assignment. If the employee fails

to remain in the job assignment for the two (2) year minimum for any reason, except for a promotion within the employee's Department, he/she will be required to repay such training costs. Any amounts due to the City under this pay back requirement shall be deducted from the employee's periodic paychecks (in amounts not to exceed five percent (5%) of gross wages per paycheck). Any amounts still owing in the event of termination of employment shall be deducted from the employee's final pay check or from the employee's terminal leave pay. The employee shall make arrangements for payment of any additional balance due with his/her Appointing Authority before his/her last day of employment.

## ARTICLE 29 - EQUIPMENT AND CLOTHING

**Section 29.1. Uniforms.**

The uniform policy as detailed below is applicable to the following City departments:

Department of Public Safety
Department of Public Service
Department of Public Utilities
Department of Recreation and Parks
Department of Technology
Department of Development
City Treasurer's Office
Department of Finance and Management
Department of Health
Department of Building and Zoning Services

(A) The Appointing Authority or designee, in consultation with the Union President, shall establish policies regarding the necessity and types of work uniforms to be made available to employees. The City shall enter into appropriate contracts with vendors to provide items of clothing required under the Appointing Authority's policies. If uniforms are required, employees shall be furnished with a voucher to obtain the appropriate types and quantities.

(B) The purchase, fitting, and cleaning of uniforms shall be done outside of work time.

**Section 29.2. Protective Clothing, Rain Gear, Gloves, and Safety-Type Shoes.**

(A) The City shall provide an initial issue of rain jacket and rain pants to all City refuse collectors. One pair each of rubber, canvas, and brown jersey gloves will be provided to refuse collectors once every six (6) months.

(B) For Divisions other than Refuse Collection, the Appointing Authority or designee, in consultation with the Union President, shall provide to employees, when necessary to perform assigned work duties one or more of the following items: protective clothing, rain gear, gloves and safety-type shoes.

(C) When any items issued pursuant to this Section 29.2 are damaged in the course of employment, the damaged gear must first be returned prior to issuing a replacement. If the items issued pursuant to this Section 29.2 are lost or stolen, such items shall not be replaced by the City. Upon termination, all items provided pursuant to this Section 29.2 must be returned to the Appointing Authority or designee.

(D) The City shall enter into appropriate contracts with vendors to provide items outlined herein pursuant to voucher arrangements.

(E) The purchase, fitting, and cleaning of protective clothing shall be done outside of work time.

(F) The City shall provide employees working under hazardous weather conditions as specified in Section 30.12 with the protective, foul weather gear and clothing specified by the Appointing Authority or designee in consultation with the Union as provided herein. The City shall be responsible for continuing to clean such items and shall furnish such items for use by employees under hazardous weather conditions. The employees shall return such items at the end of each day of use during hazardous weather conditions, unless otherwise directed by the Appointing Authority or designee.

**Section 29.3. Tools and Equipment.**

The City agrees to furnish all employees, except those specified in Section 29.4 of this Article, with tools and equipment necessary to perform their jobs. Such tools and equipment, as well as the employees who receive the same, shall be determined by the City. The City shall retain ownership of such tools and equipment and the same shall be returned by employees upon their separation from City service. The City agrees to replace any damaged or worn out tools and equipment. However, employees shall be responsible for replacing those items which are lost or stolen through fault of the employee.

The parties agree to the following regarding the security of personal tools of employees:

(A) Employees will use the “buddy system” (i.e., looking after each other's property while one is away from the work area) during working hours as a safeguard against tool theft.

(B) During working hours when the building is not secured and the employee is not on duty, forcible entry into the locked tool box will suffice as evidence of theft.

(C) Employees will be responsible for securing personal tools during non-working hours. The City will assume liability for tools stolen during an employee's non-working hours provided forcible entry to either the building or the employee's locked tool box can be shown. A police report must be filed by the employee.

(D) Employees will be responsible for maintaining a tool inventory form which will be supplied by the City and updating the inventory as purchases are made. The City will only reimburse for those tools listed on the inventory. Reimbursement for

stolen tools will be limited to replacement of the tools stolen with tools of the same brand and value, unless the employee agrees to another brand.

**Section 29.4. Tool Allowance.**
The City will credit every employee in the classifications of Auto Mechanic (Light), Auto Mechanic (Heavy), Auto Mechanic Supervisor I, Automotive Body Mechanic and Auto Body Repairer Supervisor on the first day of the calendar month with thirty-five dollars ($35) per month applicable towards the purchase of tools as determined necessary by the employee and the Appointing Authority or designee. This credit will be cumulative and the balance will be forwarded to subsequent calendar years. A universal contract will be entered into by the City providing eligible employees the opportunity to purchase tools under the program.

## ARTICLE 30 - MISCELLANEOUS

**Section 30.1. Gender.**
Every effort has been made to make the context gender neutral, however unless the context in which they are used clearly requires otherwise, words used in this Contract denoting gender shall be deemed to refer to both the masculine and feminine.

**Section 30.2. Pay Stub Information.**
Employees shall be provided with a record of accumulated earned vacation, sick leave and compensatory time on a bi-weekly basis.

**Section 30.3. Fund Receipts and Disbursements.**
The City agrees to diligently pursue an administrative policy of eliminating, insofar as possible, the necessity for City employees to handle cash monies. Concentration of the money deposits or payments for all purposes within the Treasurer's Office is strongly recommended. Individual cash drawers and receipt boxes shall be established wherever possible to facilitate establishment of individual responsibility for the handling of funds.

**Section 30.4. Mileage Allowance.**

(A) When a City employee uses his/her private car for transportation on any City business, in or out of the City of Columbus, he/she shall be reimbursed for mileage actually traveled on City business. The mileage reimbursement rate shall be equal to the Internal Revenue Service allowable rate for business mileage in effect on each January 1 for the succeeding twelve (12) months for the duration of the Contract.

(B) Employees who are regularly required to report directly to job sites away from their City reporting locations are entitled to mileage allowance to the extent such mileage exceeds that from their home to their reporting location. No allowance is payable from the employee's home to or from his/her City reporting location.

(C) In order for an employee to be reimbursed for such expenses incurred while on City business, said employee must obtain authorization for such reimbursement

from the proper department or division head prior to the use of a privately-owned vehicle for City business. In order to receive timely reimbursement, a form, approved by the Auditor's Office, must be submitted by the employee by the fifth (5th) day of the month, for the preceding month's mileage, to the Department Head.

**Section 30.5. Comprehensive Physicals and Respiratory Protection.**

(A) Examinations/Identification Potential Hazardous Working Conditions. The City has the responsibility to provide a safe working environment for all employees. In recognition of this responsibility and in order to provide a means to carry out the same, the City shall continue a program to conduct mandatory comprehensive physical examinations and/or testing in accordance with federal, state, and local laws, including but not limited to Ohio's Public Employment Risk Reduction Program (O.R.C. Chapter 4167) to determine and identify potential hazardous working conditions and locations. Further, these physical examinations and/or testing will be for the purpose of enabling the City to comply with legal obligations imposed upon it as an employer under applicable federal, state and local laws together with administrative rules and regulations promulgated pursuant thereto, such as, but not limited to, the Public Employment Risk Reduction Program (O.R.C. Chapter 4167).

Other than for the purposes specified herein, the data collected during the physical examinations and/or testing shall remain confidential, unless the employee waives such confidentiality in writing.

The City shall also continue to offer voluntary physical examinations and testing to all bargaining unit members who have been afforded such examinations/tests in the past. Employees voluntarily participating in physical examinations and testing will be required to sign a form indicating that the examinations/testing is voluntary.

Refusal to submit to a mandatory physical examination and/or testing as required by federal, state and local laws, including but not limited to, Ohio's Public Employment Risk Reduction Program (O.R.C. Chapter 4167) may be grounds for discipline, up to and including termination.

The physical examinations and/or testing shall not in any way be used for alcohol, drug, or substance abuse testing, nor shall the results of examinations and/or testing be used to relieve an employee of duty involuntarily without due process.

(B) Respiratory Protection. It is agreed that the City will take the appropriate steps necessary to comply with applicable federal, state, and local laws, including but not limited to Ohio's Public Employment Risk Reduction Program (O.R.C. Chapter 4167), dealing with respiratory protection. To that end, the City will provide respirators that are applicable and suitable for the purposes intended consistent with applicable provisions of law. Employees shall use the respiratory protection provided in accordance with the manufacturer's instructions, training

provided, and all applicable provisions of law. Further, employees will be fit-tested for respirators in order to ensure that a proper facial seal exists as prescribed and mandated by current law. The City will require employees to correct conditions which prevent, impair, or impede a proper facial seal, including but not limited to, a growth of beard, sideburns, any object worn that projects under the facepiece, or temple pieces on glasses. The refusal or failure of any employee, after being advised by management, to take corrective action to remedy those conditions which prevent, impair or impede the proper fit of a respirator may subject such employee to disciplinary action, up to and including termination.

Employees who are assigned a respirator must be medically cleared to determine their fitness to wear the respirator, which may require a physical examination. No employee will be assigned a task requiring the use of a respirator unless found physically able to perform the work while wearing the respirator. Physical examinations to determine medical fitness to where a respirator shall be conducted by a licensed health care professional.

Certain provisions of applicable occupational health and safety laws require site and/or job specific policies, procedures and protocols. It is further agreed that the City will promulgate and employees will comply with such site and/or job specific policies, procedures and protocols. Failure of an employee to comply with such policies, procedures and protocols may result in disciplinary action, up to and including termination.

**Section 30.6. Contract Copies.**
The City agrees to equally share the cost of printing the Contract with AFSCME Local 1632.

**Section 30.7. Operational Changes.**

(A) Should the City intend to institute any new methods of operation that would result in a material change in the essential functions of a job presently being done by employees covered by this Contract, the City shall meet with the Union at the earliest possible time but not later than thirty (30) days prior to the implementation of such intended changes and/or methods of operations; extreme emergencies excluded.

(B) Prior to the effective date of implementation, upon written request by the Union, a joint conference shall be scheduled for the purpose of discussion with respect to the following subjects: transfer to comparable work, retraining for transferred employees or the disposition of displaced employees resulting from the institution of such new methods, machinery or equipment.

**Section 30.8. Errors and Omissions Policy.**
It is the policy of the City to cover employees for errors and omissions by such employees while performing duties within the scope of their employment by the City.

**Section 30.9. Application of Contract to Part-Time Employees.**
Except as otherwise specifically provided elsewhere in this Contract, part-time employees in the bargaining unit shall not be eligible for any fringe benefits under this Contract (other than specifically noted), including but not limited to sick leave, other leaves of absence, holidays, vacations, service credit, and tuition reimbursement.

**Section 30.10. Employee Address.**
Employees shall provide their payroll clerk or other individual designated by the Appointing Authority with their correct current name, home address, and home telephone number (if any), and shall update this information with their payroll clerk to keep it current at all times.

**Section 30.11. Employee Assistance Program.**
The City and the Union recognize the significance of employees' personal problems and the effect those problems may have on personal well being and productivity. The City and the Union agree to utilize the City's Employee Assistance Program to refer employees with potential problems to the appropriate assistance program. Employees referred to the EAP will be granted up to a maximum of three (3) free visits per calendar year to the EAP for assessment, referral and follow-up without being charged with time off.

(A) Professional assistance should be encouraged and sought by employees with problems related to stress, substance abuse, mental or emotional illness, finances, legal issues or family crisis; however, employee participation shall be strictly voluntary.

(B) Employees participating in this program should be made aware that treatment records may be maintained and such records shall remain confidential.

(C) All employees receiving treatment shall remain in paid status, until the employee's accrued vacation and sick leave credits are exhausted. After the exhaustion of these benefits, the City may, at its option, advance sick leave through a pay back arrangement. Should termination occur, sick days borrowed shall be repaid from wages and benefits due at the time of termination.

(D) The City's designated disciplinary hearing officer may order an employee to EAP as part of a disciplinary order.

**Section 30.12. Hazardous Weather Conditions.**
In cases of severe wind, rain or electrical storms, severe temperatures/wind chill factors or severe snowstorms and ice blanketing, no employee shall be unnecessarily compelled to work under conditions, which involve a physical risk to his/her health and personal safety. In the event the Union believes employees are being compelled to work under such conditions, the Local Union President or designee has the right to discuss the matter with the Director of the Department of Human Resources or designee. However, such discussion shall not affect the City's rights under this Section 30.12. If, after such discussion, the City maintains that employees should work under such conditions, the City shall provide such employees with the protective, foul weather gear and clothing as provided in Section 29.2(F).

**Section 30.13. Effect of Article and Section Headings.**
The article and section headings contained in this Contract are included only for convenience of reference and do not define, limit, explain or modify this Contract or its interpretation, construction or implementation.

## ARTICLE 31 - RELATION TO OTHER LAWS AND SEPARABILITY

**Section 31.1. Savings Clause.**
If any article, section or appendix of this Contract should be held illegal by operation of law or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its legality, the remainder of this Contract or the application of such article, section or appendix to persons or circumstances other than those as to which it has been held illegal or as to which compliance with, or enforcement of, has been restrained, shall not be affected. It is understood by the parties that nothing in this Contract shall be deemed to conflict with Federal laws, and the Constitutions of the State of Ohio and the United States of America.

**Section 31.2. Negotiations.**

(A) In the event any article, section or appendix is declared illegal, this Contract shall be reopened on such article, section or appendix. The City's Chief Negotiator and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternate provision. However, such negotiations shall not affect the enforcement or validity of any other provision of the Contract.

(B) No ordinance or resolutions dealing with negotiated wages, hours, and terms and conditions of employment shall be submitted to City Council or to the Board of Health until negotiated and approved by the City and the Union with the exception of those classifications in a federally funded program wherein the imposition of federal constraints negate the bargaining process.

**Section 31.3. Effect of Subsequently-Enacted Legislation.**
It is agreed that, in the event the Ohio General Assembly or the United States Congress passes legislation which becomes law and which affects the City of Columbus and this Contract, the Contract can be reopened only for purposes of amending said Contract to conform to such law or laws. Either party hereto shall have the right to call for a reopening of the Contract under such circumstances by giving notice to the other party in writing; said notice may be given at any time after such legislation is signed into law and prior to the effective date of such law or laws. Such negotiations shall commence within ten (10) days after written notification.

## ARTICLE 32 - ENTIRE AGREEMENT/MID-TERM MODIFICATIONS

**Section 32.1. Entire Agreement/Precedence of Agreement.**
This Contract, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. Therefore, except as provided in Articles 31 and 32, the parties, for the duration of this Contract, each voluntarily waives the right and obligation to bargain collectively with respect to any subject covered by this Contract. This Contract is not intended, however, to render null and void prior arbitration, judicial and applicable administrative agency decisions involving the parties to the extent that such decisions involve contract language which remains unchanged and to the extent that the governing law involved in such judicial and administrative agency decisions remains unchanged.

**Section 32.2. Changes in Conditions of Employment which are not Specifically Established by Contract.**
Any term and/or conditions of employment not specifically established by this Contract shall remain within the discretion of the City to modify, establish or eliminate; provided, however, that no such determination shall be implemented prior to consultation with the Union, as provided below in Subsections (A) and (B):

(A) Changes in Mandatory Subjects Not Specifically Established by Contract. The parties agree the City may implement changes in terms and conditions of employment during the term of the Contract where the subject matter of the change is a mandatory subject of bargaining under Ohio Revised Code (ORC), Chapter 4117, and where the Contract does not expressly address the subject matter of the change after giving the Union notice of the proposed change and a reasonable opportunity to bargain about it. In the event the parties do not reach an agreement about the proposed change, the parties agree that the Union may choose to grieve the matter to arbitration pursuant to the arbitration provisions of Section 11.5(D). The City will not implement its proposed change until the arbitrator issues an award, unless the Union chooses not to grieve in which case the City may implement its final proposal.

(B) Changes in Permissive Subjects Not Specifically Established by Contract**.** It is further agreed that this bargaining obligation referenced in Subsection (A) above does not apply to any change which does not constitute a mandatory subject of bargaining under ORC Chapter 4117. The City retains complete discretion to modify, establish or eliminate any term or condition of employment which is not expressly addressed in the parties' Contract. If the City intends to modify, establish or eliminate any term or condition of employment which is not expressly addressed in the parties' Contract, and which is not a mandatory subject of bargaining under ORC Chapter 4117, the City may do so after consultation with the Union. The City also shall comply with the posting and notification requirements set forth in Article 8 of the Contract, when applicable. If the Union disagrees with the change in terms and conditions of employment after the City

implements it, the Union may choose to grieve the reasonableness of the implemented term or condition of employment under the grievance procedure of the Contract.

**Section 32.3. Changes in Conditions of Employment which are Specifically Established by Contract.**

The parties may, by mutual agreement, reopen negotiations to expand, clarify, modify or amend provisions of this Contract. In order to amend the Contract, the party proposing the amendment shall identify to the other party the specific section(s) of the Contract to be reopened. Except as stated in other sections of this Contract, neither party shall be obligated to agree to reopen the Contract.

In addition to reopening this Contract for the purpose of amendment, the parties may enter into written memoranda of understanding that define, clarify, interpret or construe the meaning of specific contract sections. Such memoranda of understanding shall not be valid until signed by the City's Chief Negotiator or designee and appropriate Union officials. Such memoranda of understanding cease to exist at the date stated therein or the expiration of the current contract (whichever is less) unless the parties specifically incorporate them by reference into the successor contract. Any action taken by the Civil Service Commission which would change Appendix A of this Contract shall be accomplished by a memorandum of understanding.

Neither party hereto shall attempt to achieve the alteration of this Contract by recommending changes in, additions to or deletions from ordinances or resolutions of the Columbus City Council.

## ARTICLE 33 – TIME DONATION PROGRAM

**Section 33.1. Purpose.**

Effective ninety (90) days after the effective date of this Contract, a time donation program will be established to assist full-time employees, eligible to earn accruals, who have exhausted all accumulated paid leave and all disability leave benefits available as a result of a catastrophic illness or injury that is not job related. This program neither supersedes nor replaces other disability programs covered by this Contract.

**Section 33.2. Conditions.**

An employee may utilize the time donation program only if all of the following conditions are met:

(A) Prior to requesting approval for donation of vacation leave, the employee must have exhausted all paid leave and disability leave benefits available to him/her; and

(B) The employee shall submit an application requesting donation of vacation leave from other bargaining unit employees in the same division to the Director of the Department of Human Resources or designee. The application shall include acceptable medical documentation of a catastrophic illness or

injury that is not job related, including diagnosis and prognosis. The injury or long-term illness must require the employee to be away from work for at least one (1) full pay period. This application shall be on a form mutually agreed to by the City and the Union; and

(C) The Director of the Department of Human Resources or designee shall determine that the injury or long-term illness is catastrophic in nature and that the employee is eligible to receive vacation leave donations from other bargaining unit employees in the same division. If an employee works in a division with fewer than forty (40) employees in the bargaining unit, the City would consider donations from employees from outside the division, but inside the department; and

(D) The approved application shall be forwarded to Local 1632. The Local shall post a notice on the Union bulletin boards to other bargaining unit employees in the same division that the eligible employee may receive donations of vacation leave; and

(E) If the eligible employee is in a probationary period, the probation will be extended by the number of days the employee is off duty receiving leave donations. The Civil Service Commission must be notified of an extension of any probationary period; and

(F) Donated leave shall be considered sick leave but shall never be converted into a cash benefit.

**Section 33.3. Employees Donating Vacation Time.**

(A) An employee desiring to donate vacation leave shall submit a completed time donation form to the Division payroll office.

(B) It is understood that all vacation leave donations are voluntary and once vacation leave is donated, it will not be returned to the donating employee.

(C) All donated vacation leave shall be paid at the regular hourly rate of the employee receiving and using the donated leave, not at the regular hourly rate of the employee donating the leave.

(D) Vacation leave may be donated in increments of at least four (4) hours.

This is a completely voluntary program. A decision made by the City regarding implementation, acceptance or rejection of an application for donations shall be final and the same shall not be subject to the grievance and arbitration procedure.

## ARTICLE 34 - DURATION OF CONTRACT

This Contract signed on 06-03, 2011, shall be effective as of April 1, 2011, and shall remain in full force and effect through March 31, 2014 unless either party gives written notice to the other of its intent to terminate or modify at least one hundred twenty (120) days prior to its expiration date.

FOR THE CITY OF COLUMBUS:

Michael B. Coleman, Mayor

Ronald G. Linville, Chief Negotiator

Chester C. Christie, Director
Department of Human Resources

Janet J. Lanza
Labor Relations Manager

Brooke K. Carnevale

Drusilla K. Garland-Collins

Kathleen M. Daugherty

Evan L. Harper

Tamera R. Jackson

Mark E. Kouns

Cheri N. Mason

Scott Messer

Robin Rupp-Mondak

Melvin R. Slusher

Kevin G. Williams

FOR THE UNION:

R. Sean Grayson, Chief Negotiator
AFSCME, Ohio Council 8

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

Douglas C. Moore, President
AFSCME, Local 1632

Clyde Bridges

Mellanese Dorton-Hill

Cynthia D. Johnson

Ron Marstiller

Woodrow (Chip) Moore

Brian Ridley

Ernest Smoot

# APPENDIX A

# CORRELATION OF JOB CLASSIFICATIONS TO PAY RANGES

**APPENDIX A**
**AFSCME LOCAL 1632**

**CORRELATION OF JOB CLASSIFICATIONS TO PAY RANGES**

| Class Code | Classifications | Pay Range(s) |
|---|---|---|
| 0438 | 311 Service Representative | 18 to 24 |
| 0439 | 311 Service Representative II | 21 to 26 |
| 1234 | Accountant I | 25 |
| 1565 | Alcohol and Drug Abuse Counselor | 24 to 29 |
| 3468 | Automotive Body Mechanic | 24 |
| 3469 | Automotive Body Repair Supervisor | 26 |
| 3459 | Automotive Mechanic (Heavy) | 25 |
| 3464 | Automotive Mechanic Helper | 12 to 17 |
| 3458 | Automotive Mechanic (Light) | 24 |
| 3456 | Automotive Mechanic Supervisor I | 26 |
| 1350 | Automotive Parts Keeper | 17 to 21 |
| 1351 | Automotive Parts Keeper Supervisor | 25 to 28 |
| 3452 | Automotive Tire Repairer | 19 to 21 |
| 3855 | Boiler Operator | 20 to 25 |
| 1768 | Building Inspector I | 28 to 32 |
| 3486 | Building Maintenance Electrician | 23 to 25 |
| 3494 | Building Maintenance Worker | 21 |
| 1115 | Building Plan Examiner I | 29 to 34 |
| 3126 | Cable Broadcast Assistant | 9 to 15 |
| 3127 | Cable Broadcast Production Technician | 20 to 25 |
| 3128 | Cable Broadcast Writer/Producer | 25 to 30 |
| 3555 | Cable Worker I | 25 to 30 |
| 3556 | Cable Worker II | 28 to 32 |
| 3557 | Cable Worker Supervisor I | 30 to 34 |
| 1295 | Cashier I | 20 |
| 1296 | Cashier II | 22 |
| 0798 | Community Relations Representative | 23 to 26 |
| 0538 | Computer Operator I | 19 to 23 |
| 0539 | Computer Operator II | 24 to 30 |
| 1019 | Construction Inspector I (Civil) | 23 to 26 |
| 1020 | Construction Inspector II (Civil) | 26 to 27 |
| 0771 | Contract Compliance Investigator | 23 to 26 |
| 3426 | Crane Operator | 24 |
| 0842 | Criminal Intelligence Analyst | 28 |
| 3529 | Custodial Supervisor | 17 to 21 |

| Class Code | Classifications | Pay Range(s) |
|---|---|---|
| 3525 | Custodial Worker | 15 |
| 0434 | Customer Service Representative I | 18 to 24 |
| 0435 | Customer Service Representative | 21 to 26 |
| 2030 | Development Project Assistant (Audio-Visual Communications) | 28 |
| 2044 | Development Rehabilitation Technician | 27 to 31 |
| 1482 | Dietitian | 23 to 29 |
| 1183 | Drafter/CAD Operator | 18 to 21 |
| 1182 | Drafting Trainee | 16 |
| 1619 | Education Program Instructor | $7.40 to $12.50/hr. |
| 1132 | Electrical Engineering Associate I | 25 |
| 1133 | Electrical Engineering Associate II | 28 |
| 1782 | Electrical Inspector I | 28 to 32 |
| 3305 | Electricity Consumer Servicer | 23 |
| 3589 | Electricity Load Dispatcher | 30 to 34 |
| 3626 | Electric Meter Technician | 25 to 30 |
| 3618 | Electric Metering Supervisor I | 29 to 32 |
| 3588 | Electric Switchboard Operator | 27 to 31 |
| 3587 | Electric Switchboard Operator Trainee | 23 |
| 3668 | Electronic System Technician | 25 to 29 |
| 1626 | EMS Instructor | 30 to 34 |
| 1006 | Engineering Aide I | 17 |
| 1007 | Engineering Aide II | 21 |
| 1031 | Engineering Associate I | 25 to 26 |
| 1032 | Engineering Associate II | 28 |
| 0768 | Environmental Programs Specialist | 26 to 29 |
| 3420 | Equipment Operator I | 19 to 22 |
| 3421 | Equipment Operator II | 21 to 23 |
| 3430 | Excavator | 21 to 24 |
| 3013 | Fingerprint Technician | 21 |
| 3015 | Fingerprint Technician Specialist (AFIS) | 25 to 28 |
| 3014 | Fingerprint Technician Supervisor | 25 to 28 |
| 3012 | Fingerprint Technician Trainee | 18 |
| 3025 | Firing Range Assistant | 13 to 20 |
| 1232 | Fiscal Assistant I | 12 to 24 |
| 1233 | Fiscal Assistant II | 15 to 26 |
| 3744 | Fleet Attendant | 14 |
| 1911 | Forensic Scientist I | 28 to 30 |

| Class Code | Classifications | Pay Range(s) |
|---|---|---|
| 3696 | Gardener | 20 to 23 |
| 3712 | Greenskeeper | 20 to 25 |
| 3713 | Golf Course Superintendent | 25 to 30 |
| 3902 | Heating, Ventilation and Air Conditioning Technician | 23 to 25 |
| 0660 | Income Tax Auditor | 25 to 30 |
| 0546 | Information Systems Technician | 22 to 29 |
| 1971 | Laboratory Assistant | 18 to 23 |
| 3682 | Laborer | 12 to 17 or 18* |
| 3616 | Lamp Servicer | 20 to 28 |
| 3009 | Latent Print Examiner Trainee | 23 to 25 |
| 1891 | License Officer | 28 to 29 |
| 3507 | Locksmith | 23 to 25 |
| 3825 | Machinist | 25 |
| 0411 | Mail Clerk | 10 to 18 |
| 0937 | Mail Specialist | 16 to 25 |
| 3515 | Maintenance Carpenter | 23 to 25 |
| 3516 | Maintenance Carpenter Supervisor | 26 |
| 3720 | Maintenance Painter | 23 to 25 |
| 3911 | Maintenance Plumber | 23 to 25 |
| 1815 | Mechanical Inspector I | 28 to 32 |
| 0614 | Micrographics Machine Operator | 5 to 15 |
| 2039 | Mobile Tool Technician | 23 to 25 |
| 3153 | Nature Programs Educator | 24 to 26 |
| 0520 | Network Technician | 28 to 32 |
| 0407 | Office Assistant I | 12 to 23 |
| 0408 | Office Assistant II | 15 to 24 |
| 0406 | Office Support Clerk | 10 to 17 |
| 3872 | Operator In Training | 18 |
| 3112 | Outreach Worker | 13 to 18 |
| 3022 | Parking Enforcement Officer | 17 to 22 |
| 1300 | Parking Meter Collector | 18 to 21 |
| 1301 | Parking Meter Collection Supervisor | 22 to 26 |
| 3784 | Parking Meter Repairer | 23 |
| 3785 | Parking Meter Repairer Supervisor | 28 |
| 1206 | Parks Development Associate | 24 to 27 |

| Class Code | Classifications | Pay Range(s) |
|---|---|---|
| 3772 | Parks Maintenance Supervisor | 23 |
| 3770 | Parks Maintenance Worker | 20 |
| 1944 | Photography Technician | 21 |
| 2010 | Planner I | 25 to 30 |
| 3799 | Plant Maintenance Electrician I | 25 to 29 |
| 3800 | Plant Maintenance Electrician II | 28 to 30 |
| 3812 | Plant Maintenance Helper | 21 |
| 3813 | Plant Maintenance Mechanic | 24 to 29 |
| 3814 | Plant Maintenance Supervisor I | 26 to 30 |
| 1775 | Plumbing Inspector I | 28 to 32 |
| 3004 | Police Communications Technician | 25 to 28 |
| 1345 | Police Property Clerk | 18 to 24 |
| 0445 | Police Records Technician | 16 to 21 |
| 3576 | Power Line Troubleshooter | 29 to 33 |
| 3566 | Power Line Worker I | 25 to 30 |
| 3567 | Power Line Worker II | 28 to 32 |
| 3565 | Power Line/Cable Worker Trainee | 21 |
| 3568 | Power Line Worker Supervisor I | 30 to 34 |
| 1630 | Practical Nurse | 24 to 26 |
| 0767 | Prevailing Wage Coordinator | 30 |
| 0629 | Print Services Specialist | 19 |
| 0631 | Print Services Supervisor | 21 |
| 0627 | Print Services Technician | 13 to 17 |
| 1796 | Property Maintenance Inspection Supervisor | 33 to 34 |
| 1789 | Property Maintenance Inspection Trainee | 24 to 25 |
| 1790 | Property Maintenance Inspector | 28 to 32*** |
| 0783 | Purchasing Expeditor | 20 to 29 |
| 0813 | Radio Dispatcher | 18 to 20 |
| 0467 | Receptionist-Secretary | 18 |
| 3215 | Recreation Instructor | $7.40 to $12.50/hr. |
| 3162 | Recreation Leader | 23 to 25 |
| 3151 | Recreation Service Representative | 5 to 9 |
| 3193 | Recreation Program Assistant | 20 |
| 3923 | Refuse Collector and Vehicle Operator (Manual) | 21 to 23 |
| 3928 | Refuse Collection Supervisor | 26 to 27 |
| 3922 | Refuse Collection Vehicle Operator (Automated) | 22 to 23 |
| 3924 | Refuse Collector | 19 |
| 3925 | Refuse Collector and Packer Operator | 24 |
| 2034 | Relocation Specialist | 25 to 30 |
| 2081 | Research Analyst | 25 to 28 |

| Class Code | Classifications | Pay Range(s) |
|---|---|---|
| 1716 | Safety Program Technician | 20 to 23 |
| 3538 | Security Specialist | 13 to 16 |
| 3316 | Sewerage Charge Investigator | 21 to 27 |
| 3952 | Sewer Cleaning Equipment Operator | 24 to 25 |
| 3968 | Sewer Maintenance Supervisor I | 24 to 25 |
| 3967 | Sewer Maintenance Worker | 19 to 23 |
| 3313 | Sewer Service Worker (Emergency) | 21 to 23 |
| 3973 | Sewer Telemonitoring Operator | 21 to 24 |
| 4013 | Sign Painter-Fabricator | 25 |
| 1866 | Solid Waste Inspector | 21 to 23 |
| 1329 | Storekeeper | 17 to 19 |
| 1330 | Senior Storekeeper | 22 |
| 3318 | Stormwater Investigator | 19 to 24 |
| 1002 | Street Maintenance Investigator | 26 |
| 3596 | Substation Maintenance Supervisor | 27 to 34 |
| 3595 | Substation Maintenance Technician | 25 to 32 |
| 3111 | Supportive Services Advisor | 23 |
| 1015 | Surveyor-in-Training | 28 to 30 |
| 0609 | Telecommunications Specialist I | 18 to 24 |
| 0610 | Telecommunications Specialist II | 25 to 29 |
| 3549 | Trades Helper (Electrical) | 19 |
| 4024 | Traffic Line Worker | 25 to 27 |
| 4018 | Traffic Maintenance Supervisor I | 27 to 28 |
| 4015 | Traffic Maintenance Worker | 21 |
| 4016 | Traffic Paint and Sign Worker | 24 |
| 3760 | Tree Trimmer | 20 to 22 |
| 3761 | Tree Trimmer Supervisor | 23 to 25 |
| 3473 | Upholsterer | 23 |
| 4055 | Utility Line Locater | 22 |
| 1928 | Wastewater Chemist I | 27 to 29 |
| 3873 | Wastewater Plant Operator | 20 to 25 |
| 3875 | Wastewater Plant Supervisor I | 26 to 29 |
| 1860 | Wastewater Pretreatment Technician I | 19 to 24 |
| 0769 | Wastewater Soil Applications Coordinator | 28 |
| 3260 | Water Service Technician I | 22 to 24 |
| 3276 | Water Service Technician II | 25 to 28 |
| 3864 | Water Distribution Operator I | 26 |
| 4040 | Water Maintenance Supervisor I | 24 to 25 |
| 4039 | Water Maintenance Worker | 19 or 21* |
| 3881 | Water Plant Operator I | 26 |
| 1886 | Weights and Measures Inspector | 23 to 28 |

| Class Code | Classifications | Pay Range(s) |
|---|---|---|
| 3830 | Welder | 24 |

* Employee may be designated as "senior" and may be paid at the higher range based upon documented meritorious service for not less than two years under the title listed.

*** Minimum criteria for an incumbent in this class to attain the two highest pay ranges (Pay Range 31
and 32) would include, but not be limited to, successful completion of the Building Officials and Code
Administrators (BOCA) 1 and 2 Family Dwelling Combination Inspector examination.

N/A - classification is not relevant to the bargaining unit because of classification abolishment, retitlement through the Civil Service Commission, or seasonal designation.

| Class Code | Classifications | |
|---|---|---|
| 1230 | Account Clerk | N/A |
| 1231 | Account Clerk II | N/A |
| 0878 | Aging Programs Coordinator | N/A |
| 1864 | Air Pollution Control Officer I | N/A |
| 0720 | Airport Television Security System Monitor | N/A |
| 0533 | Billing Specialist I | N/A |
| 0534 | Billing Specialist II | N/A |
| | Billing Specialist I (Electricity) | N/A |
| | Billing Specialist II (Electricity) | N/A |
| 0528 | Bookkeeping Machine Operator I | N/A |
| 0529 | Bookkeeping Machine Operator II | N/A |
| 3424 | Bridge Crane Operator | N/A |
| 1257 | Business Development Assistant | N/A |
| 3437 | Chauffeur | N/A |
| 0704 | City Clean-Up Program Worker | N/A |
| 0429 | Clerical Aide | N/A |
| 0430 | Clerk I | N/A |
| 0431 | Clerk II | N/A |
| 0432 | Clerk III | N/A |
| 0557 | Clerk Specialist | N/A |
| 3896 | Composting Operator | N/A |
| 1475 | Concession Attendant | N/A |
| 3461 | Construction Equipment Attendant | N/A |

| Class Code | Classifications | |
|---|---|---|
| 1143 | Construction Inspector (Electrical) | N/A |
| 1886 | Consumer Affairs Inspector | N/A |
| 1887 | Consumer Affairs Specialist | N/A |
| 3528 | Custodial Supervisor I | N/A |
| 3640 | Data Communications Specialist I | N/A |
| 0554 | Data Entry Operator | N/A |
| 0555 | Data Entry Operator I | N/A |
| 0556 | Data Entry Operator II | N/A |
| 0537 | Data Processing Computer Operator Trainee | N/A |
| 3634 | Data Processing Electronics Shop Supervisor I | N/A |
| 0535 | Data Processing Operations Assistant | N/A |
| 0578 | Data Processing Programmer Trainee | N/A |
| 1789 | Development Inspection Trainee | N/A |
| 1790 | Development Inspector I | N/A |
| 1791 | Development Inspector II | N/A |
| 2024 | Development Project Assistant I (Community Development) | N/A |
| 2025 | Development Project Assistant II (Community Development) | N/A |
| 1278 | Development Project Assistant I (Loans and Grants) | N/A |
| 1279 | Development Project Assistant II (Loans and Grants) | N/A |
| 2020 | Development Project Assistant (Planning) | N/A |
| 0753 | Development Project Assistant I (Research) | N/A |
| 0754 | Development Project Assistant II (Research) | N/A |
| 2007 | Development Services Assistant | N/A |
| | Development Technician I (Relocation) | N/A |
| | Development Technician II (Relocation) | N/A |
| 1190 | Drafter (Architectural) | N/A |
| 1184 | Drafter II (Civil) | N/A |
| 1187 | Drafter I (Electrical) | N/A |
| 1188 | Drafter II (Electrical) | N/A |
| 0627 | Duplicating Machines Operator | N/A |
| 0628 | Duplicating Machines Operator II | N/A |
| 0631 | Duplicating Services Supervisor | N/A |
| 3115 | Education Planner I | N/A |
| 1148 | Electrical Engineer I | N/A |
| 1138 | Electrical Engineer-In-Training I | N/A |
| 1139 | Electrical Engineer-In-Training II | N/A |
| 3601 | Electricity Maintenance Supervisor I | N/A |
| 3600 | Electricity Maintenance Worker | N\A |

| Class Code | Classifications | |
|---|---|---|
| 3802 | Electricity Plant Electrician | N/A |
| 3625 | Electric Meter Installer | N/A |
| | Employment Opportunity Officer | N/A |
| 3677 | Environmental Blight Abatement Worker | N/A |
| | Gardener I | N/A |
| | Gardener II | N/A |
| 3870 | Generator Station Operator I | N/A |
| 3706 | Groundskeeper | N/A |
| | Groundskeeper I | N/A |
| | Groundskeeper II | N/A |
| | Heating Inspector I (Convection) | N/A |
| 3848 | High Pressure Boiler Operator | N/A |
| | Incinerator and Boiler Operator | N/A |
| | Incinerator and Boiler Operator Supervisor I | N/A |
| | Incinerator Operator | N/A |
| 3123 | Instructor | N/A |
| 1970 | Laboratory Assistant I | N\A |
| | Landfill Operations Supervisor I | N/A |
| 1205 | Landscape Architect Associate II | N/A |
| | Lifeguard | N/A |
| 0936 | Mail Handler I | N/A |
| 3478 | Maintenance Blacksmith | N/A |
| | Manpower Placement Officer I | N/A |
| 1122 | Mechanical Engineer I | N/A |
| 1102 | Mechanical Engineering Associate I | N/A |
| 1103 | Mechanical Engineering Associate II | N/A |
| 1108 | Mechanical Engineer-In-Training I | N/A |
| 1109 | Mechanical Engineer-In-Training II | N/A |
| 0450 | Messenger | N/A |
| 0613 | Micrographics Machine Operator I | N/A |
| 1610 | Nurse Instructor (Cardiovascular) | N/A |
| 3767 | Nursery Supervisor I | N/A |
| 1480 | Nutrition Assistant | N/A |
| 1482 | Nutritionist | N/A |
| 0629 | Offset Print Operator | N/A |

| Class Code | Classifications | |
|---|---|---|
| 3749 | Parking Attendant | N/A |
| 0742 | Parking Facility Attendant | N/A |
| 0741 | Parking Facility Supervisor | N/A |
| 1290 | Payroll Clerk I | N/A |
| 1943 | Photography Technician Trainee | N/A |
| 3860 | Plant Conveyor Operator | N/A |
| 3668 | Plant Instruments Technician | N/A |
| 3867 | Plant Pulverizer Operator | N/A |
| 0561 | Police Coder and Key Punch Operator | N/A |
| 1346 | Police Property Room Supervisor | N/A |
| 0606 | Posting Machine Operator I | N/A |
| 0607 | Posting Machine Operator II | N/A |
| 3608 | Power Line Truck Operator | N/A |
| 1628 | Practical Nurse I | N/A |
| 1637 | Professional Nurse | N/A |
| 3102 | Public Information Assistant Trainee | N/A |
| 0795 | Public Receptionist | N/A |
| 3055 | Public Safety Aide | N/A |
| | Quality Control Supervisor | N/A |
| 3019 | Questioned Documents Examiner | N/A |
| 3635 | Radio Technician | N/A |
| 2035 | Real Estate Relocation Specialist II | N/A |
| 3684 | Recreation and Parks Aide | N/A |
| | Recreation Facility Attendant | N/A |
| 3169 | Recreation Playground Leader | N/A |
| 2082 | Research Analyst II | N/A |
| 1720 | Safety Programs Assistant Coordinator | N/A |
| 3931 | Sanitation District Assistant Supervisor | N/A |
| 3534 | Shelterhouse Caretaker | N/A |
| 1805 | Sign Inspector I | N/A |
| 0818 | Skip Tracer | N/A |
| 0443 | Soundex Clerk I | N/A |
| 0444 | Soundex Clerk II | N/A |
| 3849 | Steam Operating Engineer | N/A |
| 0476 | Stenographer | N/A |
| 0475 | Stenographer-Clerk I | N/A |
| 1192 | Street Assessment Investigator | N/A |
| 3988 | Street Cleaning Supervisor I | N/A |
| 3997 | Street Maintenance Supervisor | N/A |
| 3995 | Street Maintenance Worker | N/A |
| 0781 | Student Intern I | N/A |

| Class Code | Classifications | |
|---|---|---|
| 0782 | Student Intern II | N/A |
| 3680 | Summer Worker | N/A |
| 0624 | Telephone Operator | N\A |
| 0625 | Telephone Operator Supervisor | N\A |
| 3650 | Telephone Technician | N/A |
| 3503 | Trades Helper (Buildings) | N/A |
| | Traffic Engineer I | N/A |
| | Traffic Engineer II | N/A |
| | Traffic Engineering Aide I | N/A |
| | Traffic Engineering Aide II | N/A |
| | Traffic Engineer-In-Training I | N/A |
| | Traffic Engineer-In-Training II | N/A |
| | Traffic Line Worker I | N/A |
| | Traffic Line Worker II | N/A |
| | Traffic Line Worker Supervisor I | N/A |
| | Treatment Plant Attendant | N/A |
| 1875 | Tree Inspector | N/A |
| 3417 | Truck Driver | N/A |
| 0464 | Typist-Clerk II | N/A |
| 0465 | Typist-Clerk III | N/A |
| 2068 | Urban Sociologist I | N/A |
| 2069 | Urban Sociologist II | N/A |
| 3878 | Wastewater Heat Treatment Unit Operator | N/A |
| 1262 | Water Accounts Assistant Supervisor | N/A |
| | Water Chemist I | N/A |
| 0726 | Water Contracts Assistant Supervisor | N/A |
| 0727 | Water Contracts Supervisor | N/A |
| | Water Pumping Plant Operator | N/A |
| | Weed and Encroachment Inspector | N/A |
| 3918 | Weighmaster | N/A |
| 3536 | Window Cleaner | N/A |
| 0708 | Youth Service Aide | N/A |
| 0709 | Youth Service Counselor I | N/A |
| | Youth Training Counselor | N/A |
| 0926 | Youth Work Trainee | N/A |

# APPENDIX B

# MEMORANDA OF UNDERSTANDING

## APPENDIX B

## MEMORANDA OF UNDERSTANDING

| | |
|---|---|
| **MOU #2008-03** | City Auditor's Office, Income Tax Division; Retention of Income Tax Auditors |
| **MOU #2008-01** | Department of Finance and Management, Division of Fleet Management; 4-10 Hour Days Work Schedule |
| **MOU #2007-01** | Department of Public Utilities; Operators in Training and Certification Incentive |
| **MOU #2006-06** | Department of Public Safety, Division of Police; Crime Laboratory 4-10 Hour Days Schedule |
| **MOU #2005-09** | City of Columbus; One Stop Shop Participating Departments (Building and Zoning Services, Public Service and Public Utilities) |
| **MOU #2005-07** | Department of Public Service, Division of Planning and Operations; Overtime Equalization List for Winter Season Assignments |
| **MOU #2005-01** | Department of Public Service, Division of Design and Construction, Construction Section; Overtime |
| **MOU #2004-06** | Department of Public Safety, Division of Fire; Work Schedule for EMS Instructor |
| **MOU #2004-03** | Department of Public Service, Division of Planning and Operations, Street Maintenance Operations Section; 4-10 Hour Day Work Schedule for Third Shift Personnel, Central Outpost |
| **MOU #2003-03** | Department of Public Service, Division of Mobility Options, Parking Violations Section; Cashier I and II Work Schedule |
| **MOU #2003-02** | Western-Southern Life Payroll Deduction |
| **MOU #2002-01** | Department of Public Utilities, Division of Power and Water (Power), Customer Service Center; 4-10 Hour Days Work Schedule |
| **MOU #2001-09** | Department of Recreation and Parks, Permits Section; Part-time Employees Alternating Work Schedule |
| **MOU #2001-07** | Department of Public Utilities, Division of Water; Skill Based Pay for Performance Program |

| | |
|---|---|
| **MOU #2001-03** | Transfer of Employees from Department of Health to Department of Development |
| **MOU #2000-01** | Department of Technology, Division of Information Services; Section 16.4 Interpretation |
| **MOU #1998-09** | Department of Public Service, Division of Transportation, Traffic Maintenance Shop; 4 - 10 Hour Days Work Schedule |
| **MOU #1998-07** | Department of Public Utilities, Division of Power and Water (Power), Power Line Troubleshooters; 4-10 Hour Days Work Schedule |
| **MOU #1997-14** | Department of Technology, Division of Information Services, Computer Operator I and Computer Operator II; Shift Rotation |
| **MOU #1997-03** | Department of Public Service, Division of Transportation; Non-24-Hour Operation |
| **MOU #1996-02** | Department of Public Safety, Division of Police; Communication Technicians; Bidding of Holidays |
| **MOU #1996-01** | Department of Public Safety, Division of Police; Communication Technicians/Small Craft Activities |
| **MOU #1994-11** | Department of Public Service, Division of Transportation, Street Maintenance; Winter Season Assignment |
| **MOU #1994-05** | Department of Public Service, Division of Refuse Collection; Mandatory Overtime Procedures |
| **MOU #1994-01** | Payroll Deduction Slot for Group Legal Services Plan |
| **MOU #1993-08** | Department of Public Utilities, Division of Power and Water (Power), Electric Switchboard Section; 4-10 Hour Days Work Schedule |
| **MOU #1993-04** | Department of Public Utilities, Division of Power and Water (Water), Consumer Services Section; 4-10 Hour Days Work Schedule |
| **MOU #1992-09** | Department of Public Utilities, Division of Power and Water (Power); 4-10 Hour Work Days Schedule |
| **MOU #1992-06** | Department of Public Utilities, Division of Sewerage & Drainage, Southerly Wastewater Treatment Plant; Four Operating Shifts |
| **MOU #1991-01** | Department of Public Utilities, Division of Sewerage & Drainage, Southwesterly Composting Facility; 4-10 Hour Days Work Schedule |

| | |
|---|---|
| **MOU #1989-02** | Department of Development, Code Enforcement Division; Work Schedules |
| **MOU #1987-04** | Department of Public Utilities, Division of Power and Water (Power), Distribution Section; 4 -10 Hour Days Work Schedule |

**MEMORANDUM OF UNDERSTANDING #2008-03**
**BETWEEN**
**THE CITY OF COLUMBUS AND AFSCME LOCAL 1632**
**OFFICE OF THE CITY AUDITOR**
**Division of Income Tax**

**Regarding retaining and rewarding Income Tax Auditors**

The City of Columbus and AFSCME, Ohio Council 8, Local 1632, hereby agree that the following provisions shall be enacted for employees classified as Income Tax Auditor in the Office of the City Auditor, Division of Income Tax. Unless specifically amended by this Memorandum of Understanding (hereinafter referred to as MOU), all wages, hours, and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

**INCOME TAX AUDITOR**

In an effort to retain and reward valued employees, the Office of the Auditor, Division of Income Tax, wishes to recognize and acknowledge those Income Tax Auditors who earn advanced degrees related to their field or have met the requirements for certification as a Certified Public Accountant (CPA). At the successful completion of the advanced degree or passing the Uniform Certified Public Accountant Exam along with meeting additional state education and experience requirements for certification as a CPA, the Income Tax Auditor shall qualify for a merit increase in accordance with Section 26.3(D) of the contract regardless of their position in the Steps of the pay plan. The amount of the merit increase shall be at the sole discretion of the Appointing Authority.

**DURATION**

Either party, giving to the other party thirty (30) days prior written notice of termination, may terminate this MOU, but the duration shall be no longer than March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Human Resources Department

6-8-11
Date

Hugh J. Dorrian
City Auditor

6-8-11
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #2008-01 (revised March 2011)**
**BETWEEN AFSCME, OHIO COUNCIL 8, LOCAL 1632**
**AND THE CITY OF COLUMBUS**
**DEPARTMENT OF FINANCE & MANAGEMENT**
**DIVISION OF FLEET MANAGEMENT**

## FOUR DAY PER WEEK, TEN HOUR PER DAY WORK SCHEDULE

The City of Columbus and AFSCME, Ohio Council 8, Local 1632, enter into this Memorandum of Understanding (hereinafter referred to as MOU) and agree that the following provisions shall be enacted for employees of the Division of Fleet Management working at the Groves Road Facility in the job classifications known as Automotive Mechanic Heavy (AMH), Automotive Partskeeper (ATP), and Automotive Mechanic Helper (AHLP).

### HOURS OF WORK

The normal workweek for those classifications covered by this MOU and scheduled for four (4) ten (10) hour shifts shall consist of four (4) ten (10) hour workdays to be worked within the seven (7) day workweek and in accordance with the schedules herein. Each employee will have three (3) scheduled days off during each workweek under the terms of this MOU. Per the appended schedules, the three (3) scheduled days off will be either three (3) consecutive days off or two (2) consecutive days off with the third scheduled day off occurring elsewhere during the workweek.

The following work schedules are appended to this MOU to illustrate the anticipated schedules to be assigned to the affected employees. Under the terms of this MOU, management retains the right to apportion staff to any of the anticipated work schedules.

| | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|---|
| A | Off | | | | | Off | Off |
| | Off | Off | Off | | | | |
| | | | | | Off | Off | Off |
| | | Off | Off | Off | | | |
| | | | | Off | Off | Off | |
| | | | Off | Off | Off | | |
| | | | | | | | |
| B | Off | | | Off | | | Off |

### OVERTIME ELIGIBILITY AND PAY

Overtime eligibility and pay will be administered pursuant to Article 16 of the Collective Bargaining Agreement (Contract).

## DISABILITY LEAVE PROCEDURES

All full-time employees working four (4) ten (10) hour shifts shall be eligible to participate in the City's disability leave program as provided in Article 21 of the Contract, provided however that any ten (10) hour employee deemed to be on said disability leave program shall receive a payment of 81% of said employee's gross wage under the following formula:

(A) The employee's gross wages shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.

(B) The employee shall receive a payment of 81% of his gross wages based upon said forty (40) hour workweek for each full week in which an employee is off work.

(C) For any partial week in which an employee is on the disability leave program, said employee shall receive a payment of 81% of his gross wages, under the above-noted formula, pro-rated to the numbers of hours said employee is off work during his regularly scheduled workweek.

## HOLIDAY SCHEDULE

The provisions contained in Article 17 of the Contract shall govern the eligibility and use of holiday pay for those employees covered within this MOU, unless specifically indicated below.

(A) If the holiday falls on the first or second regularly scheduled day off, the holiday shall be observed on the day preceding the first regularly scheduled day off.

(B) If the holiday falls on the third regularly scheduled day off, the holiday shall be observed on the following work day.

(C) An employee under this MOU working a four (4) ten (10) hour shift and who works on a day celebrated as a holiday shall be paid at the rate of time and one-half (1-1/2) for all hours worked, in addition to any holiday pay for which the employee is eligible.

(D) When taking a birthday holiday, an employee under this MOU shall be paid ten (10) hours of holiday pay.

## SHIFT DIFFERENTIAL

Shift differential eligibility and pay will be administered pursuant to Section 26.6 of the Contract.

(A) The applicable shift differential rate will be paid over and above the regular hourly rate to employees who are assigned to work ten (10) hours on the second shift and the applicable shift differential rate will be paid over and above the regular hourly rate to employees who are assigned to work ten (10) hours on the third shift. The applicable shift differential rate will be the negotiated rate as provided in the Contract.

(B) For purposes of this section, an employee is considered to be on the first shift if the majority of their hours worked fall between 7:00 a.m. and 3:00 p.m. An employee is considered to be on the second shift if the majority of their hours worked fall between 3:00 p.m. and 11:00 p.m. An employee is considered to be on the third shift if the majority of their hours worked fall between 11:00 p.m. and 7:00 a.m.

## VACATION LEAVE

An employee's vacation leave accrual and/or usage shall be in accordance with the provisions contained in Article 19 of the Contract. An employee who requests and is granted a vacation day off for a day on which he is scheduled to work a four (4) ten (10) hour shift shall be charged ten (10) hours of vacation pay for said day off. For vacation leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on vacation during any ten (10) hour shift.

## SICK LEAVE ENTITLEMENT AND USAGE

Sick leave entitlement and usage shall be administered for employees covered by this MOU in accordance with the provisions contained in Article 20 of the Contract. For each ten (10) hours of regularly scheduled work from which an employee is absent, sick leave with pay shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full work day, an employee shall be charged increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

## PERSONAL BUSINESS DAY

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement the eight (8) hour personal business day with two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

**DURATION**

This MOU remains in full force and effect until March 31, 2014 unless either party gives written notice to the other of its intent to terminate this MOU at least thirty (30) days prior to its termination date.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Paul R. Rakosky by MM
Paul R. Rakosky, Director
Department of Finance and Management

6-3-11
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #2007-01 (revised March 2011)**
**BETWEEN AFSCME, OHIO COUNCIL 8, LOCAL 1632**
**AND THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC UTILITIES**

**Regarding OPERATORS IN TRAINING AND CERTIFICATION INCENTIVE**

Pursuant to Sections 26.10 and 32.3 of the Collective Bargaining Contract between the City of Columbus and the American Federation of State, County, and Municipal Employees, Ohio Council 8, Local 1632, the parties hereby agree to amend Appendix A of the Collective Bargaining Contract dated April 1, 2008 - March 31, 2011, as follows:

| Class Code | Classification | Pay Range |
|---|---|---|
| 3872 | Operator In Training | 18 |

Further, the parties agree to modify the contract for employees in the classification of Operator In Training, Wastewater Plant Operator, Water Plant Operator I, and Wastewater Plant Supervisor I as follows:

**TRAINING FOR THE CERTIFICATION**
An Operator In Training (OIT) will be provided with Operator Training Committee of Ohio (OTCO) Water I or Wastewater I course in a correspondence format and will be provided the materials at no cost to the employee.

Study time will be incorporated into the eight (8) hour day for employees in the OIT classification.

**ON THE JOB TRAINING**
Rotation of OITs within each of the plant sections during the probationary period will be done so that knowledge and competence is developed and maintained by the employee. All plant staff are required to demonstrate equipment and explain procedures to any and all employees as directed by management.

**OPERATOR CERTIFICATION EXAMINATION**
An OIT is required to do the following:

(A) An OIT will successfully complete the OTCO correspondence course within one (1) year of appointment and receive a score of 70% or greater;

(B) An OIT will take the Wastewater Works Operator Class I or Public Water System Operator I certification exam, at least once, during the probationary period;

(C) An OIT must take all Wastewater Works Operator Class I or Public Water System Operator I certification exams administered after the one (1) year anniversary date until passing.

(D) Failure to meet one or more of the above standards may result in termination of the employee.

An OIT must obtain and maintain his/her Class 1 certification within twenty-four (24) months of date of hire or a disciplinary hearing will be held that will result in termination.

**OVERTIME**

Overtime will be set up on a hierarchy in wastewater treatment plants, consistent with Section 16.4 of the contract, with OITs not being eligible for overtime until they have successfully completed the on-the-job training curriculum. After completion of the on-the-job training program, OITs will be eligible for authorized overtime within the Wastewater Plant Operator classification that is called in the following order:

(A) Wastewater Plant Operators will be offered first.

(B) OITs will be offered second.

(C) Wastewater Plant Supervisor Is will be offered third.

OITs, once trained in specific process areas, will be used to fill in for operator vacancies prior to authorizing overtime. An OIT filling in for a Wastewater Plant Operator shall not constitute a working out of classification assignment.

Overtime will be set up on a hierarchy in water treatment plants for overtime within the Water Plant Operator I classification in the following order:

(A) Water Plant Operator Is will be offered first.

(B) OITs will be offered second.

OITs working in a water treatment plant must have the appropriate laboratory certification (full or operational) required by the City of Columbus before being eligible for overtime as a Water Plant Operator I. An OIT filling in for a Water Plant Operator I shall not constitute a working out of classification assignment.

**PROMOTION**

An OIT may be promoted to the Wastewater Plant Operator or Water Plant Operator I classification(s) after the following four (4) conditions are met:

(A) An OIT has obtained the Class I certification; AND

(B) An OIT has worked at the plant for one (1) year; AND

(C) An OIT in Water must have the appropriate laboratory certification (full or operational) as required by the OEPA; AND

(D) Satisfaction of all Civil Service and Department of Public Utilities' rules, policies and procedures.

A leave of absence from the OIT to accept an appointment to another classification will not be granted.

**SHIFT SELECTION**

At the time of initial appointment, the OIT will be assigned to a shift by management.

Once an OIT has completed all of the requirements to be an operator as stated in the "PROMOTION" section above, the OIT's shift will be bid per Section 13.3 of the collective bargaining agreement.

If, during the course of the shift bidding process a more senior Water Plant Operator I or Wastewater Plant Operator requests the OIT's shift through the seniority transfer process, the OIT will then be required to accept the shift remaining after the bid process is complete. This may result in the OIT being transferred to another shift and/or another plant.

**CERTIFICATION INCENTIVE**

Incentive pay for certifications beyond what is required by the classification specification will be provided for each hour worked. Effective with the first payperiod following passage of the 2008-2011 Collective Bargaining Agreement by City Council, employees will receive the incentive based on hours in paid status as follows:

| Classification | Certification Required | Incentive Provided |
|---|---|---|
| Wastewater Plant Operator | Wastewater Works Operator Class I/Class II | $0.25 |
| Wastewater Plant Operator | Wastewater Works Operator Class I/Class III | $0.50 |
| Wastewater Plant Supervisor I | Wastewater Works Operator Class II/Class III | $0.25 |
| Water Plant Operator I | Public Water System Operator I/Class II | $0.25 |
| Water Plant Operator I | Public Water System Operator I/Class III | $0.50 |

Incentive pay will be effective the first payperiod following notice of certification.

Employees who are receiving an incentive and fail to maintain a valid certification shall notify plant management within one (1) working day of loss of such certification.

Certifications will be verified at least once per year by the Human Resources Section of the Department of Public Utilities working in conjunction with Plant Management.

For purposes of this paragraph, "grandparented" applies only to Wastewater Plant Operators who were hired prior to the Civil Service requirement of possessing an EPA certification (June 27, 2005). Employees who were not grandparented into the

classification and fail to maintain the required certification for their class will have a disciplinary hearing scheduled that will result in termination. Employees who are grandparented into the classification, obtain the certification and then subsequently fail to maintain certification will only lose the incentive pay (i.e., the incentive for each hour worked will discontinue being paid).

**DURATION**

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Tatyana Arsh, P.E. by Mike E. Kern
Tatyana Arsh, P.E., Director
Department of Public Utilities

06/03/2011
Date

**FOR AFSCME:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #2006-06 (revised March 2011)**

**BETWEEN AFSCME LOCAL 1632**
**AND THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC SAFETY**
**DIVISION OF POLICE**
**REGARDING CRIME LABORATORY 4X10 HOUR SCHEDULE**

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The City of Columbus and AFSCME, Ohio Council 8, Local 1632, hereby agree to the following provisions being enacted for the employees of the Department of Public Safety, Division of Police, Crime Laboratory, in the position of Forensic Scientist I, with more than six (6) months continuous employment. Unless specifically amended by this Memorandum of Understanding (hereinafter referred to as MOU), all wages, hours and terms of conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as the Contract).

## HOURS OF WORK

The normal workweek shall consist of four (4) ten (10) hour days. For purposes of overtime, calculations will be based on a workweek of a Sunday through Saturday schedule. Each employee shall be assigned with days off consisting of F/S/S or S/S/M. Management shall determine the number of employees to be assigned with designated days off. Duty hours will begin no earlier than 6:00 am and no later than 9:00 am and will continue for 10 ½ hours.

## HOLIDAY PAY

(A) The provisions contained in Article 17 of the Contract shall govern the eligibility and usage of holiday pay for those employees covered herein unless specifically changed hereunder.

(B) In accordance with Section 17.9, the Appointing Authority shall adjust the workweek schedule for a holiday week. The workweek will consist of five (5) eight (8) hour workdays, and the employee will receive eight (8) hours of holiday pay.

## DISABILITY LEAVE PROCEDURES

All employees working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 21 of the Contract, provided however, that a ten (10) hour

employee on approved disability leave shall receive 81% of his/her gross wage under the following formula:

(1) The employee's gross wage shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.

(2) The employee shall receive 81% of his/her gross wage based upon said forty (40) hour workweek for each full week the employee is off work.

(3) For any partial week in which an employee is on the disability program, the employee shall receive 81% of his/her gross wage, under the above noted formula prorated to the number of hours the employee is off work due to disability during his/her regularly scheduled workweek

## VACATION LEAVE

(A) Any employee who requests and is granted a vacation day off for any day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation leave for said day off. For vacation leaves of less than one (1) full workday, an employee shall be charged in increments of one-tenth (1/10) hour for all time off during any shift.

(B) The Bureau Commander or his/her designee shall determine the number of employees allowed on scheduled vacation at any one time. Vacations shall be bid by seniority in accordance with the Contract.

## SICK LEAVE

Sick leave usage shall be administered in accordance with the provisions of Article 20 of the Contract with the following modifications:

For each ten (10) hours of regular work from which an employee is absent, sick leave shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full workday, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any shift.

## OVERTIME ELIGIBILITY AND PAY

(A) Overtime eligibility and pay for the purposes of determining weekly overtime as provided in Section 16.3(B) and (C) shall be calculated on a Sunday through Saturday schedule.

(B) For purposes of this MOU, the employee's third consecutive day off will be considered their "regular second day off" for calculating double time payment.

## PERSONAL BUSINESS DAY

In accordance with Article 18 of the Contract, employees are to receive eight (8) hours of leave for a Personal Business Day (PBD). Employees scheduled to work a (4) four ten (10) hour workweek and are approved for their PBD leave must either supplement the remaining time with other leave or must report to work for the remaining (2) two hours.

## INJURY LEAVE

Any employee who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

## COMPENSATORY TIME

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

## NON-PARTICIPANTS

Any employee choosing not to participate in the four (4) ten (10) hour per day work schedule shall be assigned to the traditional (8) eight hour per day schedule (5) five days per workweek schedule.

## DURATION

This alternative work schedule is considered a pilot program for the Division of Police, Crime Laboratory. This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but the duration shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-15-11
Date

Mitchell J. Brown by Frederick Cameron
Mitchell J. Brown, Director
Department of Public Safety

6/15/11
Date

**FOR AFSCME:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME, Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #2005-09 (revised March 2011)**

**BETWEEN AFSCME LOCAL 1632 AND THE CITY OF COLUMBUS**

**REGARDING ONE STOP SHOP PARTICIPATING DEPARTMENTS**

**(BUILDING AND ZONING SERVICES, PUBLIC SERVICE AND PUBLIC UTILITIES)**

The City of Columbus Engineering Plans Review Section (hereinafter referred to as One Stop Shop) participating Departments and AFSCME Local 1632 hereby agree that the following provisions shall be enacted for employees co-locating to the Carolyn Avenue facility. Unless specifically amended by this Memorandum of Understanding (hereinafter referred to as MOU), all wages, hours and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

1. Employees of the Department of Public Service and the Department of Public Utilities who are a part of the One Stop Shop of the Department of Building and Zoning Services, Building Services Division, shall report to 757 Carolyn Avenue.

2. Employees of the Department of Public Service and the Department of Public Utilities who are a part of the One Stop Shop of the Department of Building and Zoning Services, Building Services Division, shall have a workday that consists of either (8) hours of work, plus an unpaid lunch period scheduled near the middle of an employee's shift. The normal workday for employees assigned to the One Stop Shop is 8:00 a.m. – 5:00 p.m., Monday through Friday.

3. Employees of the Department of Public Service and the Department of Public Utilities who are a part of the One Stop Shop will remain on their home Department's payroll and operate under the same time and attendance requirements of the employee's home department.

4. Employees of the Department of Public Service and the Department of Public Utilities who are a part of the One Stop Shop will forward requests for vacation leave, compensatory leave, personal business day, birthday holiday and sick leave to the Chief Plans Official for recommended approval. Leave request forms and all supporting documentation will be forwarded to the respective home Department for final approval and payroll processing.

5. A recommendation that overtime work is needed will be made by the Chief Plans Official to the respective Department giving sufficient notice. Overtime shall only be performed if authorized by the respective Department in accordance with Article 16 of the Contract.

6. Employees of the Department of Public Service and the Department of Public Utilities who are a part of the One Stop Shop will be evaluated annually by their home Department, in cooperation with the Chief Plans Official, consistent with the procedures outlined in the City of Columbus Performance Appraisal System.

7. When appropriate, a recommendation for discipline will be forwarded to the home Department's Appointing Authority for review and final determination. The Chief Plans Official, in cooperation with the employee's home Department Human Resources designee, will conduct the investigation into the alleged work rule violation(s). The recommendation packet shall include all information/documentation disclosed during the investigation. Employee representation will be from the home Department's Chief Steward. All applicable timelines will be enforced in accordance with Article 10 of the Contract.

**DURATION**

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

7/14/11
Chester C. Christie, Director — Date
Department of Human Resources

7/11/11
Tracie R. Davies, Director — Date
Building and Zoning Services

7/12/11
Mark Kelsey, Director — Date
Department of Public Service

07/11/2011
Tatyana Arsh, P.E., Director — Date
Department of Public Utilities

**FOR AFSCME LOCAL 1632:**

7-13-11
Roberta Skok, Regional Director, — Date
AFSCME, Ohio Council 8

7/13/11
Douglas C. Moore, President — Date
AFSCME Local 1632

**MEMORANDUM OF UNDERSTANDING #2005-07 (revised March 2011)**

**BETWEEN**
**AFSCME, OHIO COUNCIL 8, LOCAL 1632**
**AND THE CITY OF COLUMBUS**

**DEPARTMENT OF PUBLIC SERVICE**
**DIVISION OF PLANNING AND OPERATIONS, STREET MAINTENANCE OPERATIONS SECTION**

Pursuant to the provisions of Article 16, Section 16.4 of the Collective Bargaining Agreement between the parties, the Agreement is hereby modified for employees in the classifications of Equipment Operator I, Equipment Operator II and Laborer for the duration of the designated winter season only (December through April) as detailed below. Unless specifically amended by this Memorandum of Understanding (MOU), all wages, hours, and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Agreement.

**Overtime Equalization List for Winter Season Assignments**

1. The overtime equalization list for Equipment Operator I, Equipment Operator II and Laborer at each Street Maintenance reporting location shall be frozen at the beginning of the Winter Season.

2. A "special" winter overtime equalization list shall be created for Equipment Operator I, Equipment Operator II, and Laborer at each Street Maintenance reporting location. The "special" winter overtime equalization list is to be used for the duration of the winter season assignments only, December through April. The "special" winter overtime equalization list shall begin with zero (0) hours and be created by offering overtime to the most senior employee for the first overtime opportunity. Thereafter, the next most senior employee shall be assigned the next overtime opportunity until all employees have worked an overtime assignment.

At the end of the designated Winter Season, when employees are returned to their pre-winter season reporting locations, the frozen overtime list shall be reactivated. The overtime hours accumulated on the "special" winter overtime equalization list during the winter season shall not be transferred to the frozen list but shall be void. At the beginning of each Winter Season, a "special" winter overtime equalization list shall be created as detailed above.

**DURATION**

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice of termination; however the duration shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Mark Kelsey, Director
Department of Public Service

6-3-11
Date

**FOR AFSCME LOCAL 1632:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6-3-11
Date

Douglas C. Moore, President
AFSCME Local 1632

6-3-2011
Date

**MEMORANDUM OF UNDERSTANDING #2005-01 (revised March 2011)**

**BETWEEN OHIO COUNCIL 8, AFSCME, LOCAL 1632**
**AND**
**CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC SERVICE**
**DIVISION OF DESIGN AND CONTSTRUCTION**
**CONSTRUCTION SECTION – 1800 E. 17TH AVE.**

**Regarding Overtime**

The City of Columbus, Department of Public Service, Division of Design and Construction and Ohio Council 8, AFSCME Local 1632, hereby agree to the following provisions being enacted for the employees of the 1800 E. 17th Avenue location. Unless specifically amended by this Memorandum of Understanding (MOU) all wages, hours, terms and conditions of employment shall be administered in accordance with the AFSCME Collective Bargaining Agreement (hereinafter referred to as the Contract).

**AFFECTED CLASSIFICATIONS:**

Construction Inspector I and II
Engineering Aide I and II
Engineering Associate I and II

**ADMINISTRATION:**

In order to maintain job continuity and data integrity required by the customers, employees in classifications covered by this MOU and currently assigned to a project will be given first opportunity to work the overtime resulting from that project, including weekends and holidays.

The assigned employees shall possess the required certifications, technical training or special knowledge required for the type of work being performed.

If the employee assigned is unable to work the overtime, the overtime eligibility list for voluntary overtime shall be used.

It is the responsibility of the employees covered by this MOU and desiring to work overtime on weekends and holidays, to contact the Location Office (645-3182) no later than 2:00 P.M. each Friday, or by 2:00 P.M. on the last work day prior to a holiday.

An overtime eligibility list shall be compiled, updated each pay period, posted, and used for call in purposes by supervisors based upon the names of those overtime-eligible employees calling in as described above. On the following business day after any overtime has been distributed from the overtime list, the supervisor shall report those individuals who where called and designate hours offered to those individuals to be charged.

Per Article 16.4(C), a record of the overtime hours worked and overtime hours offered shall be kept and updated each time overtime is offered and charged.

Employees shall be called from the overtime list in the following order:

1. Construction Inspector I (FTR)
2. Construction Inspector I (FTL)
3. Construction Inspector I (FTR-Testing)
4. Construction Inspector I (FTL-Testing)
5. Construction Inspector II
6. Civil Engineering Associate I
7. Civil Engineering Associate II
8. Civil Engineering Aide I
9. Civil Engineering Aide II

The Testing and Survey Section's overtime shall be accounted for separately on the overtime list due to the nature of its work and will have primary eligibility for all overtime which becomes available within its section. All other overtime at the location will be distributed according to the order detailed above.

During the hours of 2:00 p.m. to 5:00 p.m. on Friday and continuing at 6:30 a.m. to 8:00 a.m. on the weekend or holiday to be worked, supervisors from the location will be calling employees from the compiled overtime eligibility list. Overtime shall be offered to the employee with the fewest number of total overtime hours worked and offered to his/her credit at that time. If the employee does not accept the assignment, the employee with the next fewest hours shall be offered the assignment. This procedure shall be followed until the required numbers of employees have been selected for the overtime work available.

If an employee turns down the overtime offered, or is unable to respond when contacted, the number of hours offered shall be credited to his/her overtime hours. Employees who do not call in by 2:00 p.m. to participate in the voluntary overtime shall be automatically credited with the highest number of overtime hours worked on the day in question if they would have been called, had they signed up.

The supervisor placing the call will let the phone ring 10 times. If, after 10 rings, there is no answer, the supervisor will hang up and proceed to the next eligible employee.

If the phone rings busy, the supervisor will call back after five (5) minutes. There will be no further calls after the first call back.

If the employee has an answering machine or voice mail service, the supervisor will state the nature and time of the call. The employee has 10 minutes from the stated time to notify the supervisor he/she accepts or refuses the offered overtime.

**OVERTIME REASSIGNMENT:**

In order to maintain the integrity of this MOU, meetings will be held at the request of the Management and/or the Union, between the Section Managers and Union representative to determine whether reassignment of covered personnel may be necessary.

**FULL-TIME LIMITED EMPLOYEES:**

Full Time Limited employees are eligible for their assigned project overtime, including weekends and holidays.

**OVERTIME RECORD SLIPS:**

Completion of the Pay Period Overtime Record by the supervisor will be required under this MOU. This record will be used to document daily overtime hours offered/worked to each employee.

**MANDATORY OVERTIME:**

Refer to Section 16.5 (B) of the AFSCME Collective Bargaining Contract for requirements on distribution of mandatory overtime.

**DURATION:**

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice of termination; however the duration shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Human Resources Director

6-3-11
Date

Mark Kelsey, Director
Department of Public Service

6-3-11
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6-2-11
Date

Douglas C. Moore, President
AFSCME Local 1632

6-2-2011
Date

**MEMORANDUM OF UNDERSTANDING #2004-06 (revised March 2011)**

**BETWEEN THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE**
**AND AFSCME, OHIO COUNCIL 8, LOCAL 1632**

**Regarding Work Schedule for EMS Instructor**

The City of Columbus and AFSCME, Ohio Council 8, Local 1632 hereby agree that the following provisions shall be enacted for employees classified as EMS Instructor working in the Department of Public Safety, Division of Fire. Unless specifically amended by this Memorandum of Understanding (hereinafter referred to as MOU), all wages, hours, and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

**Hours of Work**

Said employees shall work forty (40) hours within a five (5) day period.

**Overtime/Compensatory Time Eligibility**

(A) Time and one-half will be paid for hours in excess of forty (40) straight-time hours in paid status during said employee's workweek in accordance with Article 16.

(B) Time and one half will be paid for time worked on an employee's first regularly scheduled day off, providing that said employee has accumulated forty (40) straight-time rate hours in paid status during said workweek in accordance with Article 16.

(C) For the purposes of this MOU, Sunday shall be considered the second consecutive day off for which double-time will be paid for any employee who, on that day, is in an overtime situation, providing that said employee had accumulated forty (40) straight-time rate hours in paid status in accordance with Article 16.

(D) There is no shift-to-shift calculation of daily overtime.

**Duration**

This Memorandum of Understanding remains in full force and effect until March 31, 2014, unless either party gives written notice to the other party of its intent to terminate this MOU at least thirty (30) days prior to its expiration date or any anniversary thereof.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-15-11
Date

Mitchell J. Brown, Director
Department of Public Safety

6/10/11
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #2004-03 (revised March 2011)**
**BETWEEN**
**THE CITY OF COLUMBUS AND AFSCME LOCAL 1632**

**DEPARTMENT OF PUBLIC SERVICE**
**DIVISION OF PLANNING AND OPERATIONS**
**STREET MAINTENANCE OPERATIONS SECTION**

**4-10 HOUR DAYS WORK SCHEDULE FOR**
**THIRD SHIFT PERSONNEL, CENTRAL OUTPOST, 650 NATIONWIDE BLVD.**

The City of Columbus and AFSCME, Ohio Council 8, Local 1632 hereby agree this Memorandum of Understanding shall apply to all 3rd shift employees classified as Equipment Operator I, Equipment Operator II, and Laborer in the Street Maintenance Section. This proposal does not apply to winter staffing (December to April). To allow for fair evaluation, the suggested pilot program is recommended for one complete normal staffing season (2004) with the ability to terminate the program with a 30-day advance notice to the Union. Unless specifically amended by this MOU, all wages, hours, and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract.

**WORK SCHEDULES**

| SUN | MON | TUE | WED | THR | FRI | SAT |
|---|---|---|---|---|---|---|
| **on** | **on** | **on** | **on** | off | off | off |

**HOURS OF WORK**

1. The normal workweek shall be Sunday through Saturday and consist of four (4) workdays of ten hours per day and three (3) consecutive days off.

2. The hours of work will be from 8:30 p.m. to 7:00 a.m., ten (10) work hours plus a thirty (30) minute unpaid lunch.

**VACATION LEAVE**

Vacation leave entitlement and usage shall be administered in accordance with the provisions of Article 19 of the Contract.

Any employee who requests and is granted a vacation day off for any day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation pay for said day off. For vacation leaves of less than one (1) full workday, an employee shall be charged in increments of one-tenth (1/10) hour for all time off during any ten (10) hour shift.

To ensure adequate shift coverage, the Street Maintenance Manager/Street Maintenance Assistant Manager shall determine the number of employees on scheduled vacation on each shift at any one time.

## COMPENSATORY TIME

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

## PERSONAL BUSINESS DAY

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

## SICK LEAVE ENTITLEMENT AND USAGE

Sick leave entitlement and usage shall be administered in accordance with the provisions of Article 20 of the Contract. For each ten (10) hours of regularly scheduled work from which an employee is absent due to illness, sick leave with pay shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

## DISABILITY LEAVE

All full-time non-seasonal employees working ten (10) hour shifts shall be eligible to participate in the City's disability leave program as provided in Article 21 of the Contract provided, however, that any ten (10) hour employee deemed to be on said disability leave program shall receive 81% of said employee's gross wage, less applicable taxes, under the following formula:

The employee's gross wages shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.

## INJURY LEAVE

Any employee, who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

## OVERTIME ELIGIBILITY AND PAY

The provisions contained in Article 16.3 of the Contract shall govern the eligibility for overtime pay.

1. Employees working a ten (10) hour workday shall be eligible for daily overtime after actually working ten (10) hours in the workday.

2. Double time will be paid for time worked on Saturday, provided the employee has accumulated forty (40) straight time rate hours in paid status during the workweek in accordance with Article 16.3 of the Contract.

## HOLIDAY AND PAY SCHEDULE

The provisions contained in Article 17 of the Contract shall govern the eligibility and usage of holiday pay for those covered herein, unless specifically changed hereunder.

Any employee who does not work a day on which a holiday is celebrated shall be paid ten (10) hours of straight-time hourly pay for said holiday.

Any employee who is working a ten (10) hour shift and who works a day celebrated as a holiday shall be paid at the rate of time and one-half (1-1/2) for all hours worked, in addition to the holiday pay (which shall be paid at the straight-time hourly rate), unless the holiday falls on a double-time day in which case he/she shall be compensated at the double-time rate in addition to his/her holiday pay in accordance with Article 16 and 17 of the Contract.

1. When the holiday falls on Monday, the holiday will be celebrated on the first regularly scheduled workday (Sunday).

2. When the holiday falls on the first or second day off, the holiday will be celebrated on the last previous workday (Wednesday).

3. When the holiday falls on the third day off, the holiday will be celebrated on the following day (Sunday).

**DURATION**

The City of Columbus will periodically review this experimental schedule and both parties agree that this MOU may be terminated by either party giving to the other party thirty (30) days prior written notice of termination, but the duration shall be no longer than March 31, 2011.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Mark Kelsey, Director
Department of Public Service

6/3/11
Date

**FOR AFSCME:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6-3-2011
Date

**MEMORANDUM OF UNDERSTANDING #2003-03 (revised March 2011)**
**BETWEEN**
**THE CITY OF COLUMBUS AND AFSCME LOCAL 1632**
**DEPARTMENT OF PUBLIC SERVICE**
**PARKING VIOLATIONS BUREAU**

**Regarding Cashier I & II Work Schedule**

The City of Columbus and AFSCME, Ohio Council 8, Local 1632, hereby agree that the following provisions shall be enacted for employees working in the cashier area of the Parking Violations Bureau, working as Cashier I's and II's. Unless specifically amended by this Memorandum of Understanding (hereinafter referred to as MOU), all wages, hours and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

## HOURS OF WORK

The normal workweek shall consist of four (4) days of ten (10) hours per day. This schedule shall be worked Monday through Saturday. Hours of work and days off will be determined by seniority. The starting times begin at 8:30 A.M. and conclude at 7:30 P.M.

**EXCEPTION**
One (1) Cashier I (position D) will work five (5) eight (8) hour days.

## HOLIDAY PAY

A. The provisions contained in Article 17, Holidays, of the Contract shall govern the eligibility and usage of holiday pay for those employees covered herein, unless specifically changed hereunder.

B. Any employee who does not work a day on which a holiday is celebrated shall be paid for the hours that would normally be worked on that scheduled day at his/her regular straight-time hourly rate of pay for said holiday.

C. Any employee who works on a day that is celebrated as a holiday, shall be paid at the rate of time and one-half (1-1/2) for all hours worked in addition to his/her regular straight time hourly pay for the holiday.

D. In accordance with the provisions of Article 17, if the holiday falls on the first or second regularly scheduled day off (RDO), the holiday will be celebrated on the previous workday. If the holiday falls on the third day off it will be celebrated on the following workday. Cashier II (Position B) and Cashier I (Position G) will rotate days observed as holidays. These rotating days off will be Saturday prior to the holiday and Wednesday following the holiday.

## OVERTIME ELIGIBILITY AND PAY

A. Overtime eligibility and pay will be administered pursuant to Article 16 of the Contract.

B. For purposes of this MOU, work performed on an employee's second consecutive regular day off will be paid at the double-time rate, providing that the provisions of Section 16.3(C) of the Contract are met.

C. When a need for overtime arises at the end of the shift, the supervisor will first contact those employees who meet the following criteria (regardless of whether the employee works an eight (8) hour shift or ten (10) hour shift:

1. Employees already working will be asked if they can stay over (based on seniority), and;

2. Employee(s) next on the overtime list.

## VACATION LEAVE

A. An employee's vacation leave accrual and/or usage shall be in accordance with the provisions contained in Article 19 of the Contract.

B. An employee who requests and is granted a vacation day off for a day on which he is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation for said day off. For vacation leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on vacation leave during any ten (10) hour shift.

## COMPENSATORY TIME

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be

charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

## SICK LEAVE ENTITLEMENT AND USAGE

A. Sick leave entitlement and usage shall be administered for employees on ten (10) hour shifts in accordance with the provisions contained in Article 20 of the Contract.

B. For each ten (10) hours of regularly scheduled work from which an employee is absent, sick leave with pay shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

## INJURY LEAVE

Any employee who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

## DISABILITY LEAVE PROCEDURES

All full-time employees working ten (10) hour shifts shall be eligible to participate in the City's disability leave program provided in Article 21 of the Contract, provided, however, that any ten (10) hour employee deemed to be on said disability leave program shall receive a payment of 81% of said employee's gross wages under the following formula:

1. The employee's gross wages shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.

2. The employee shall receive a payment of 81% of his/her gross wages based upon said forty (40) hour workweek for each full week in which an employee is off work.

3. For any partial week in which an employee is on the disability leave program, said employee shall receive a payment of 81% of his/her gross wages, under the above-noted formula, pro-rated to the number of hours said employee is off work during his/her regularly scheduled work week.

## PERSONAL BUSINESS DAY

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

## WORK SCHEDULE

| POSITION | SUN | MON | TUE | WED | THR | FRI | SAT | Double day |
|---|---|---|---|---|---|---|---|---|
| Cashier II-A | | 830-730 | 830-730 | 830-730 | 830-730 | | | Sat |
| Cashier II-B | | | | 830-730 | 830-730 | 830-730 | 830-730 | Mon |
| Cashier I-C | | 830-730 | 830-730 | 830-730 | 830-730 | | | Sat |
| Cashier I-D | | 800-500 | 800-500 | 800-500 | 800-500 | 800-500 | | Sun |
| Cashier I-E | | | 830-730 | 830-730 | 830-730 | 830-730 | | Sun |
| Cashier I-F | | 830-730 | 830-730 | | | 830-730 | 830-730 | Thr |
| Cashier I-G | | | | 830-730 | 830-730 | 830-730 | 830-730 | Mon |
| Cashier I-H | | 830-730 | 830-730 | | | 830-730 | 830-730 | Thr |

## DURATION

Either party, giving to the other party thirty (30) days prior written notice of termination, may terminate this MOU, but the duration shall be no longer than March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Mark Kelsey, Director
Department of Public Service

6/3/11
Date

**FOR AFSCME:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #2003-02 (revised March 2011)**

**BETWEEN**

**THE CITY OF COLUMBUS AND AFSCME LOCAL 1632**

**Regarding Western-Southern Life Payroll Deduction**

AFSCME, Local 1632 is desirous of providing a group life insurance program by payroll deduction to its members and has requested that the City grant a payroll deduction slot for the voluntary deduction of monthly premiums from eligible bargaining members' wages. The City has agreed to provide AFSCME Local 1632 (hereinafter referred to as Local 1632) with a payroll deduction slot to be used for such purpose as follows:

1. The group life insurance, provided by Western Southern Financial Group, will be the complete and sole responsibility of Local 1632 to process, administer and monitor.

2. The City will provide Local 1632 access to a payroll deduction slot and will facilitate enrollment by eligible bargaining unit members of Local 1632 and in individual City departments by agreeing to have payroll clerks process the payroll deduction authorization for the Local 1632 sponsored group life insurance.

3. All monies deducted monthly for participation in the group life insurance program will be forwarded to the Treasurer of Local 1632 in the aggregate amount by a warrant separate and apart from the warrant provided to the Comptroller of AFSCME, Ohio Council 8 as provided in Article 5 of the Collective Bargaining Contract currently in effect between the City and AFSCME, Ohio Council 8, Local 1632. All funds transmitted to Local 1632 pursuant to the payroll deduction authorization for the group life insurance program shall be the sole responsibility of Local 1632 to administer and disperse.

4. Deductions under the terms of this MOU shall be made during one (1) pay period each month; if any participating bargaining unit member's pay for the period is insufficient to cover the deduction for the plan after the withholding of all other legal and required deductions (including Union dues), the City will make a deduction from the pay earned during the next pay period. In the event a deduction is not made for any participating member during any particular month, the City, upon verification in writing from the President of Local 1632, will make the appropriate deduction in the following month.

5. The deductions made under the terms of this MOU, accompanied by an alphabetical list of all participating bargaining unit members shall be transmitted to the Treasurer of Local 1632, no later than ten (10) days following the end of the pay period in which the deduction is made, if so approved by the City Auditor.

6. It shall be the sole and exclusive responsibility of Local 1632 to administer the group life insurance program, including solicitation and distribution of information related to enrollment or participation in the plan.

7. The City's role will be solely clerical in nature, that is, to process the amount of the payroll deduction for the Local 1632 sponsored group life insurance program and to transmit the monies deducted from payroll to Local 1632.

8. Only Local 1632 bargaining unit members who have properly executed and validated dues deduction authorization cards on file with their payroll clerk or the Central Payroll section of the City Auditor's Office shall be eligible to execute payroll deduction authorization cards for the sponsored group life insurance program.

9. Any eligible bargaining unit member of Local 1632 wishing to participate in the payroll deduction of premiums for the Local 1632 sponsored group life insurance program shall be required to execute the required payroll deduction authorization card.

10. An annual enrollment period during the month of February each year is hereby established, during which interested eligible bargaining unit members may sign a payroll deduction card for the plan. Payroll deduction authorization cards received by the City on or after March 1 of each year shall be deemed invalid. In any event, the City shall not be obligated in any way to honor the payroll deduction authorization cards for the Local 1632 sponsored life insurance program until such time as Local 1632 presents to the City a minimum of 50 properly executed payroll deduction authorization cards in a timely manner evidencing the desire of at least 50 eligible bargaining unit members to participate in the payroll deduction program for the Local 1632 sponsored group life insurance program.

11. The City shall continue to make the appropriate monthly deduction from the pay of a participating bargaining unit member until such time as the City receives a written revocation of the authorization for payroll deduction during the month of February by the participating member. To be valid and effective a written revocation must be signed, submitted and received by the City during the month of February in each year.

12. In the event less than 50 eligible members of the bargaining unit participated in the program at any time, the City's obligation to withhold shall automatically terminate and the Office of the City Auditor shall inform Local 1632 of the termination of this deduction. In such event, it shall be the sole responsibility of Local 1632 to notify participating bargaining unit members of the termination of the payroll deduction.

13. No solicitation or enrollment activity shall take place during working hours or on City property.

14. Local 1632 agrees that they will indemnify and hold the City harmless from any claims, actions, or proceedings commenced by any person or employee(s) again the City arising out of the terms of this MOU or its implementation.

15. This MOU contains the entire agreement of the parties.

16. This MOU may be terminated by either party giving to the other thirty (30) days prior written notice, but the duration shall be no longer than March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/11
Date

**MEMORANDUM OF UNDERSTANDING #2002-01 (Replaces MOU #1999-01)**
**(revised March 2011)**
**BETWEEN AFSCME LOCAL 1632**
**AND THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC UTILITIES**
**DIVISION OF POWER AND WATER (WATER)**
**CUSTOMER SERVICE CENTER**

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The City of Columbus and AFSCME, Ohio Council 8, Local 1632 hereby agree to the following provisions being enacted for the employees of the Department of Public Utilities, Division of Power and Water (Water), Customer Service Center. Unless specifically amended by this Memorandum of Understanding (hereinafter referred to as MOU), all wages, hours and terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as the Contract).

## HOURS OF WORK

(A) The normal workweek shall consist of four (4) ten (10) hour days that shall be worked Monday through Friday.

(1) Shift A shall be 7:00 a.m. to 5:30 p.m. with Monday, Tuesday, Wednesday, Thursday or Friday off. The shift will include an unpaid ½ hour for lunch.

(2) Shift B shall be 7:30 a.m. to 6:00 p.m. with Monday, Tuesday, Wednesday, Thursday or Friday off. The shift will include an unpaid ½ hour for lunch.

(3) Shift C shall be 7:00 a.m. to 6:00 p.m. with Monday, Tuesday, Wednesday, Thursday or Friday off. The shift will include an unpaid one (1) hour for lunch.

(B) Core work hours of office employees participating in flex time remain 9:00 a.m. to 4:00 p.m. This means that an office employee's working hours may begin no later than 9:00 a.m. and end no earlier than 4:00 p.m.

## HOLIDAY PAY

(A) The provisions contained in Article 17 of the Contract shall govern the eligibility and usage of holiday pay for those employees covered herein, unless specifically changed hereunder.

(B) Any employee who does not work a day on which a holiday is celebrated shall be paid ten (10) hours of straight time pay for the said holiday.

(C) Any employee who is working a ten (10) hour shift and who works on a day on which a holiday is celebrated, shall be paid at the rate of time and one-half (1 ½ ) for all hours worked, in addition to his/her ten (10) hours of straight time pay for the holiday.

(D) When the holiday falls on the first day of an employee's regularly schedule day off, it shall be celebrated on the previous day: when a holiday falls on the second day of an employee's regularly scheduled day off, it shall be celebrated on the following day, except that at the time of a shift change which necessitates more than a two (2) day weekend, a holiday which falls on either the first two days shall be celebrated on the last previous workday, and a holiday which falls on any other day of such weekend shall be celebrated on the next subsequent workday.

## DISABILITY LEAVE PROCEDURES

All employees working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 21 of the Contract, provided however, that a ten (10) hour employee on approved disability leave shall receive 81% of his/her gross wage under the following formula:

(1) The employee's gross wage shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.

(2) The employee shall receive 81% of his/her gross wage based upon said forty (40) hour workweek for each full week the employee is off work.

(3) For any partial week in which an employee is on the disability program, the employee shall receive 81% of his/her gross wage, under the above noted formula prorated to the number of hours the employee is off work due to disability during his/her regularly scheduled workweek.

## VACATION LEAVE

Any employee who requests and is granted a vacation day off for any day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation leave for said day off. For vacation leaves of less than one (1) full workday, an employee shall be charged in increments of one-tenth (1/10) hour for all time off during any shift.

The number of employees allowed on scheduled vacation at any one time shall be determined by the section manager. This is to ensure adequate coverage during the various shifts. Vacations shall be bid by seniority by December 10th of the previous year.

## PERSONAL BUSINESS DAY

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

## SICK LEAVE

(A) Sick leave entitlement and usage shall be administered in accordance with the provisions of Article 20 of the Contract with the following modifications:

(B) For each ten (10) hours of regular work from which an employee is absent, sick leave shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full workday, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any shift.

## OVERTIME ELIGIBILITY AND PAY

(A) Overtime eligibility and pay shall be administered as provided in Article 16 of the Contract.

(B) For purposes of this MOU, Sunday shall be considered the double time day for all employees.

## INJURY LEAVE

Any employee, who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

## COMPENSATORY TIME

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

## NON-PARTICIPANTS

Any employee not wishing to participated in the four (4) day ten (10) hour per day work schedule, shall continue to work a traditional eight (8) hour per day schedule five (5) days per

week, Monday through Friday, with starting and quitting times as are currently in effect at the time of signature by the parties of this MOU.

**DURATION**

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice of termination, but the duration shall be no longer than March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Tatyana Arsh, P.E., Director
Department of Public Utilities

06/03/2011
Date

**FOR AFSCME:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/11
Date

**MEMORANDUM OF UNDERSTANDING #2001- 09 (revised March 2011)**
**CITY OF COLUMBUS AND AFSCME, OHIO COUNCIL 8, LOCAL 1632**
**RECREATION AND PARKS DEPARTMENT**
**PERMITS SECTION**

The City of Columbus and AFSCME, Ohio Council 8, Local 1632 hereby agree that this Memorandum of Understanding (MOU) shall apply to part-time employees in the Permits Section in the classifications of Laborer, Recreation Program Assistant, Recreation Service Representative, and Recreation and Parks Aide. Unless specifically provided for in this MOU, all wages, hours and other terms and conditions of employment shall be administered in accordance with the terms and provisions of the current collective bargaining contract between the parties.

**Hours of Work**

Part-time employees, defined as those employees regularly assigned to work twenty (20) hours or more per week, who are in the above classifications and assigned to the Permits Section, may voluntarily participate in this alternative work schedule. If part-time employees elect to participate, they may be scheduled to work for more than eight (8) hours in a workday, and will be paid at the straight time rate for all hours worked. If they elect to participate, they will not be eligible for daily overtime.

Part-time employees ordinarily will not exceed thirty-two (32) hours in a workweek. If a part-time employee works forty (40) hours in a workweek, the daily overtime provisions of the current AFSCME collective bargaining contract shall apply.

Management will assign and schedule the part-time employees participating in this alternative work schedule based on the operational needs of the Recreation and Parks Department, and the availability of the employees to work. To the extent that it is possible to do so, management will distribute the available work hours fairly and equitably.

Employees are not required to participate in this alternative work schedule, and will not be penalized for electing not to participate. Management reaffirms its right not to schedule employees who do not participate in the alternative schedule for more than eight (8) hours in a workday.

**Procedure**

Part-time employees electing to participate in this alternative work schedule must communicate that to management in writing as soon as possible. Employees may use the attached form if they wish, or may document their election by e-mail or other writing if they please. Employees may decide at any time that they no longer wish to participate in the alternative work schedule, and must notify management in writing if and when they make such a decision.

**Duration**

This Memorandum of Understanding remains in full force and effect until March 31, 2014, unless either party gives written notice to the other of its intent to terminate this MOU at least thirty (30) days prior to its expiration date or any anniversary thereof.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-9-11
Date

Alan McKnight, Executive Director
Department of Recreation and Parks

6/9/11
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

## ***ELECTION TO PARTICIPATE IN ALTERNATIVE WORK SCHEDULE***

I hereby elect to participate in the alternative schedule agreed to by the City and the AFSCME Local 1632, in Memorandum of Understanding #2001-09. I agree that management in the Permits Section of the Recreation and Parks Department may schedule me to work for more than eight (8) hours in a workday, with the understanding that if I accept such an assignment, I will be paid for all hours at the straight time rate. I acknowledge that I have been informed that my participation in this alternative work schedule is voluntary, and that I may withdraw my election to participate, in writing, at any time.

_____
Employee

_____
Classification

_____
Date

**MEMORANDUM OF UNDERSTANDING #2001-07 (Revised March 2011)**
**BETWEEN AFSCME LOCAL 1632**
**AND**
**THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC UTILITIES**
**DIVISION OF WATER**

**Skill Based Pay For Performance Program**

Pursuant to the provisions of Article 32 of the Collective Bargaining Contract between the parties in effect from April 1, 2005 through March 31, 2008 said Contract is hereby modified as to employees in the classifications of Water Service Technician I and Water Service Technician II as follows:

**Water Service Technician I**

**Pay Range 22**

(A) Upon initial appointment to the classification of Water Service Technician I employees will be paid at Pay Range 22.

(B) During the probationary period, all employees serving in positions allocated to the classification of Water Service Technician I will be trained on residential, commercial, pit meters and confined spaces while performing related duties.

(C) Evaluations of skill will be completed by management to determine competency of reading residential, commercial, pit routes and other related duties. Employees must present confined space certification
at the time of the evaluation. This evaluation will be completed in addition to the probationary performance reviews. If merit-pay criteria is met, employees will be eligible for merit-pay on an annual basis.

**Progression To Pay Range 23**

Water Service Technician I's will be placed in Pay Range 23 if they meet the criteria outlined below in 23(A), (B) and (C) **AND** they meet the merit pay system criteria awarded on an annual basis.

(A) Employees in the classification of Water Service Technician I will be trained to perform "Turn-Offs" and "Put-In-Shape" water service field functions.

(B) Upon completion of the employee's probationary period, an evaluation of skill will be completed by management to determine competency in reading residential, commercial, pit routes, confined space certification and other related duties. In addition to the skills assessment, the annual performance review will be completed.

(C) Skills needed by a Water Service Technician I in order to be eligible for placement in Pay Range 23 will include competency in reading residential, commercial, and pit meters; confined space certification and the ability to perform other related duties.

**Pay Range 24**

Water Service Technician I's will be placed in Pay Range 24 if they meet all the criteria outlined below in 24(A) and (B) **AND** they meet merit pay system criteria awarded on an annual basis.

(A) Upon completion of the training outlined in 23(A), an evaluation of skill will be completed by management to determine competency of performing "Turn-Offs" and "Put-In-Shape" functions. This evaluation will also confirm competency in reading residential, commercial, pit routes and confined space certification. In addition to this skills assessment, the annual performance review will be completed.

(B) Skills at this range will include competency in reading residential, commercial, and pit meters; confined space certification, competency in performing "Turn-Offs," and "Put-In-Shapes"; and may include route planning in addition to competency in the performance of other related duties.

**Water Service Technician II**

**Pay Range 25**

(A) Newly promoted Water Service Technician II's (formerly Water Service Technician I's) will be hired at Pay Range 25.

(B) Employees will complete training for meter repair, meter testing, and high-bill inspections. Upon completion of this training, an evaluation of skill will be completed by management to determine competency for performing metering system repair, meter system testing and high-bill inspections. This evaluation will also confirm competency in reading residential, commercial, pit meters, confined space certification, performing "Turn-Offs," "Put-In-Shapes" and may include route planning in addition to other related duties. Employees must present confined space certification at the time of evaluation. In addition to this skills assessment, an annual performance review will be completed.

(C) Skills at this pay range will include competency in reading residential, commercial, pit meters, performing "Turn-Offs," "Put-In-Shapes," metering system repair, meter system testing and high-bill inspections.

**Pay Range 26**

Employees in the classification of Water Service Technician II will be placed at Pay Range 26 if they meet all of the criteria outlined in 25 (B) and (C), 26(A) and (B) below **AND** they meet merit pay system criteria awarded on an annual basis.

(A) Water Service Technician II will begin Advanced Customer Service Training (minimum of five days).

(B) Skills at this pay range will include competency in reading residential, commercial, and pit meters, performing "Turn-Offs," and "Put-In-Shapes," metering system repair, meter system testing and high bill inspections.

**Pay Range 27**

Employees in the classification of Water Service Technician II will be placed in Pay Range 27 if they meet all the criteria outlined in 27 (A), (B) and (C) below **AND** they meet merit pay system criteria awarded on an annual basis.

(A) Employees need to complete Advance Customer Service Training (minimum of five (5) days) and confined space training, if not previously completed.

(B) Upon completion of the training programs outlined in 27(A) above, an evaluation of skill will be completed by management to determine competency for performing metering system repair, meter system testing, high bill inspections and working in confined spaces. This evaluation will also confirm competency in reading residential, commercial, pit meters, performing "Turn-Offs," "Put-In-Shapes," metering system repair, meter system testing, and high-bill inspections. Employees must provide Confined Space certification at the time of evaluation. In addition to this skills assessment, an annual performance review will be completed.

(C) Skills at this pay range will include competency in reading residential, commercial, and pit meters, route planning, performing "Turn-Offs," "Put-In-Shapes," metering system repair, meter system testing, high-bill inspections and the ability to work in confined spaces.

**Pay Range 28**

Employees in the classification of Water Service Technician II will be placed in Pay Range 28 if they meet all the criteria outlined in 28 (A), (B), (C), and (D) below **AND** they meet merit pay system criteria awarded on an annual basis.

(A) Employees in the classification of Water Service Technician II will complete advanced meter repair and testing training.
(B) Employees must obtain certification in Back Flow Prevention and renew as needed.
(C) Upon completion of these training programs outlined in 28(A) and (B), an evaluation of skill will be completed by management to determine competency for backflow prevention and advanced meter repair and testing.
(D) This evaluation will also confirm competency in reading residential, commercial, pit meters, performing "Turn-Offs," "Put-In-Shapes," metering system repair, meter system testing, high-bill inspection, confined space work, advanced meter repair and testing and backflow prevention. Backflow prevention and Confined Space certification must be presented at time of evaluation. In addition to this skills assessment, an annual performance review will be completed.
(E) Skills at this pay range will include competency in reading residential, commercial, and pit meters, performing "Turn-Offs," and "Put-In-Shapes," meter repair, meter testing, high-bill inspections, confined space work, advanced meter repair and testing and backflow prevention.

It is specifically understood and agreed to by the parties that in order to effectively implement the terms of this Memorandum of Understanding the Director of Public Utilities shall have the right to do a one-time assignment of pay ranges and pay rates for employees in classifications covered by this Memorandum of Understanding consistent with the terms of same.

Unless specifically amended by this MOU, all wages, hours, and other terms and conditions of employment as provided for in the Collective Bargaining Contract shall remain the same.

**DURATION**

This MOU may be terminated by either party giving to the other thirty (30) days prior written notice, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Tatyana Arsh, P.E., Director
Department of Public Utilities

06/03/2011
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/11
Date

**MEMORANDUM OF UNDERSTANDING #2001-03 (revised March 2011)**
**BETWEEN**
**THE CITY OF COLUMBUS AND**
**OHIO COUNCIL 8, AFSCME, AFL-CIO AND**
**AFSCME LOCAL 1632**

The following is the process agreed upon by the parties to transfer employees from the Department of Health to the Columbus Department of Development:

1. Sanitarian I's without a degree will transfer as a PMI Trainee at pay range 24 and will retain their current step, unless they receive BOCA certification.

2. Sanitarian I's with a degree will transfer as a PMI Trainee at pay grade 25 and will retain their current step, unless they receive BOCA certification.

3. Any Sanitarian I that obtains BOCA certification will immediately become a PMI at pay grade 28 retaining their current step.

4. Any Sanitarian I that does not obtain BOCA certification will remain in the classification of PMI Trainee indefinitely.

5. No probationary period will be served in the PMI Trainee position, no testing, civil service or otherwise, will be required for the PMI Trainee position, and they will not be required to be on the list for the PMI Trainee classification.

6. No probationary period will be served in the PMI position and there will be no civil service testing or requirement to be on a list to advance to the PMI position. The only examination necessary and required for advancement is the BOCA examination.

7. All employees holding clerical classifications reallocated to Development (1 Admin. Asst.; 2 Typist Clerks; 1 Data Entry Operator; and, 1 Clerk II) will be transferred in their current classification, pay grade and step.

No probationary period will be served by any clerical staff transferring.

8. All transfers from the Department of Health will be eligible for merit review and pay grade advancement, if they meet the performance evaluation criteria for advancement, on their classification anniversary date after one year of employment with the Department of Development and thereafter they will be eligible for merit advance (if there are pay grades available in their respective classification) every two years.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

Date 6-3-11

Boyce Safford III, Director
Department of Development

Date June 3, 2011

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

Date 6/3/11

Douglas C. Moore, President
AFSCME Local 1632

Date 6/3/11

**MEMORANDUM OF UNDERSTANDING #2000-01 (revised March 2011)**
**BETWEEN**
**AFSCME, OHIO COUNCIL 8, LOCAL 1632**
**AND**
**THE CITY OF COLUMBUS**
**DEPARTMENT OF TECHNOLOGY**
**DIVISION OF INFORMATION SERVICES**

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The City of Columbus and AFSCME, Ohio Council 8, Local 1632, hereby agree to the following interpretation of Section 16.4 of the current Contract between the parties, to be applied to those employees in the classifications of Office Assistant I (Class Code 0407), Computer Operator I (Class Code 0538) and Computer Operator II (Class Code 0539), whether they work primarily at City Hall, or the Arlingate Facility of the Division of Information Services, located at 1601 Arlingate Lane, or Jerry Hammond Center, 1111 East Broad Street.

## REPORTING LOCATION

(A) The three (3) Operations Centers, City Hall, the Arlingate Facility, and Jerry Hammond Center, shall be combined for overtime purposes into one (1) reporting location for Office Assistants I, Computer Operators I and Computer Operators II. That reporting location shall be considered to be Arlingate.

(B) All Office Assistants I, Computer Operators I and Computer Operators II shall be on one (1) overtime equalization list for each classification for purposes of offering and charging overtime, regardless of whether they work at City Hall, or the Arlingate Facility, or Jerry Hammond Center.

## VACATION AND HOLIDAYS

Office Assistants I, Computer Operators I and Computer Operators II shall be considered as having one (1) reporting location for purposes of bidding on all vacations for the upcoming year and holidays. Such vacation leave and holidays shall be granted based on seniority and in conformity with the Contract. After the bidding of annual vacations, other vacation leave may be granted on a first come, first serve basis by the Appointing Authority or designee, depending on the operational needs of the Division.

## DURATION

This Memorandum of Understanding may be terminated by either party giving the other party thirty (30) days prior written notice of termination, but the duration shall be no longer than March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

Date: 6-9-11

Gary Cavin, Director/CIO
Department of Technology

Date: 6-9-2011

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

Date: 6/3/11

Douglas C. Moore, President
AFSCME Local 1632

Date: 6/3/2011

**MEMORANDUM OF UNDERSTANDING #1998-09 (including all amendments)**
**(revised March 2011)**
**BETWEEN**
**LOCAL 1632**
**AND**
**CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC SERVICE**
**DIVISION OF PLANNING AND OPERATIONS**
**TRAFFIC, MAINTENANCE SECTION**

Pursuant to Article 32, Entire Agreement/Mid-Term Modifications, and Article 16, Hours of Work and Overtime, of the Collective Bargaining Contract (Contract) between the City of Columbus and AFSCME Local 1632, the parties hereby agree that this Memorandum of Understanding (MOU) shall apply to employees of the Division of Planning and Operations and pursuant to a mutual agreement and desire to establish a four (4) day per week, ten (10) hour per day work schedule for the Pavement Marking Operation, and Sign Installation Operation.

Unless specifically amended by this MOU, all wages, hours, and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract.

## HOURS OF WORK

The normal workweek shall consist of four (4) work days of ten (10) hours per day and three (3) consecutive days off or five (5) work days of eight (8) hours per day and two (two) consecutive days off (per attached schedule). There shall be one (1) ten (10)-hour and one (1) eight (8) hour shift in each twenty-four (24) hour period on Monday through Friday.

The starting time for all employees involved will be between the hours of 6:00 a.m. and 8:00 a.m. and the quitting time will be between the hours of 4:30 p.m. and 7:00 p.m.

## OVERTIME ELIGIBILITY AND PAY

(A) Overtime will be administered per Article 16, Hours of Work and Overtime, of the Contract.

(B) For purposes of this MOU, Sundays will be double-time pay for every affected employee, pursuant to Section 16.3.

## VACATION LEAVE

Any employee who requests and is granted a vacation day off for any day on which he is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation pay for said day off. For vacation leaves of less than one (1) full workday, an employee shall be charged in increments of one-tenth (1/10) hour for all time off during any ten (10) hour shift.

The Section Manager shall determine the number of employees on scheduled vacation in each section at any one time. This is to ensure adequate coverage during the Monday through Friday period.

## SICK LEAVE ENTITLEMENT AND USAGE

(A) Sick leave shall be administered for employees on ten (10) hour shifts in accordance with the provisions contained in Article 20 of the Contract.

(B) For each ten (10) hours of regularly scheduled work from which an employee is absent, sick leave with pay shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

## HOLIDAY SCHEDULE

The provisions contained in Article 17 of the Contract shall govern the eligibility and usage of holiday pay for those employees covered herein, unless specifically changed hereunder.

In accordance with Section 17.9, during the week of a holiday, employees covered herein, shall work a traditional eight (8) hour per day work schedule five (5) days per week Monday through Friday excluding the day observed as the holiday.

Any employee who is working an eight (8) hour shift and who works on a day celebrated as a holiday, shall be paid at the rate of time and one-half (1-1/2) for all hours worked, in addition to his regular eight (8) hours of straight-time hourly pay for the holiday.

In accordance with Section 17.2, if the holiday falls on the first RDO, the holiday shall be observed on the previous day. If the holiday falls on the third RDO, the holiday shall be observed on the following day. If the holiday falls on the middle day off for "Crew A" the holiday will be observed on the following Monday; if the holiday falls on the middle day off for "Crew B" the holiday will be observed on the proceeding Friday.

## DISABILITY LEAVE PROCEDURES

All full-time non-seasonal employees working ten (10) hour shifts shall be eligible to participate in the City's disability leave program as provided in Article 21 of the Contract, provided however that any ten (10) hour employee deemed to be on said disability leave program shall receive 81% of said employee's gross wage, less applicable taxes, under the following formula:

The employee's gross wages shall be computed on a forty- (40) hour workweek for each full week in which an employee is off work.

## PERSONAL BUSINESS DAY

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

## INJURY LEAVE

Any employee, who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

## COMPENSATORY TIME

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

## NON-PARTICIPANTS

Any employee not wishing to participate in the four (4) day ten (10) hour per day work schedule will continue to work a traditional eight (8) hour per day work schedule five (5) days per week Monday through Friday. All new hires during the experiment will be assigned to Crew "C."

## SCHEDULING

All employees will either be on "A," "B," or "C" Crew.

| **CREW "A"** | | | | | | |
|---|---|---|---|---|---|---|
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| OFF | 10 | 10 | 10 | 10 | OFF | OFF |
| Holiday on Saturday observed on following Monday. | | | | | | |
| | | | | | | |
| **CREW "B"** | | | | | | |
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| OFF | OFF | 10 | 10 | 10 | 10 | OFF |
| Holiday on Saturday observed on preceding Friday. | | | | | | |
| | | | | | | |
| **CREW "C"** | | | | | | |
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| OFF | 8 | 8 | 8 | 8 | 8 | OFF |

Employees may elect to rotate to another crew on a quarterly basis with administrative approval. Management, due to workloads, may alter any employee's schedule with prior notification.

**EVALUATION**

This Memorandum of Understanding will be evaluated twice yearly. Both parties agree that this MOU may be terminated by either party giving to the other party thirty (30) days prior written notice of termination, but the duration shall be no longer than March 31, 2014.

**For the City:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Mark Kelsey, Director
Department of Public Service

6/3/11
Date

**For the Union:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6-3-2011
Date

**MEMORANDUM OF UNDERSTANDING #1998-07 (revised March 2011)**
**BETWEEN**
**THE CITY OF COLUMBUS AND AFSCME LOCAL 1632**
**DEPARTMENT OF PUBLIC UTILITIES**
**DIVISION OF POWER AND WATER (POWER)**
**POWER LINE TROUBLESHOOTERS**

The City of Columbus and AFSCME, Ohio Council 8, Local 1632, hereby agree that this Memorandum of Understanding (hereinafter referred to as MOU) shall apply to employees of the Department of Public Utilities, Division of Power and Water (Power) pursuant to a mutual agreement to establish a four (4) day per week, ten (10) hour per day work schedule for employees in the Power Line Troubleshooter classification. Unless specifically amended by this MOU, all wages, hours and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

## HOURS OF WORK

The normal workweek shall consist of four (4) days of ten (10) hours per day with three (3) consecutive days off. There will be one (1) straight ten (10) hour shift in each twenty-four (24) hour period. Employees will work Monday through Thursday, 6:15 a.m. to 4:45 p.m.

## HOLIDAY PAY

(A) The provisions contained in Article 17, Holidays, of the Contract shall govern the eligibility and usage of holiday pay for those employees covered herein, unless specifically changed hereunder.

(B) Any employee who does not work a day on which a holiday is celebrated shall be paid ten (10) hours of straight time at his regular straight-time hourly rate of pay for said holiday.

(C) When a holiday falls on the employee's first or second regularly scheduled day off, it shall be celebrated on the previous day; when a holiday falls on the third regularly scheduled day off, the holiday shall be celebrated on the following day.

(D) Any employee who works on a day that is celebrated as a holiday, shall be paid at the rate of time and one-half (1-1/2) for all hours worked in addition to his regular straight time hourly pay for the holiday.

## OVERTIME ELIGIBILITY AND PAY

(A) Overtime eligibility and pay will be administered pursuant to Article 16 of the Contract.

(B) For purposes of this MOU, double time will be paid for time worked on the third consecutive day off (Sunday) provided the employee has accumulated forty (40) straight-time rate hours in paid status during the workweek in accordance with article 16.3 (C).

(C) Employees working a ten (10) hour workday shall be eligible for daily overtime after actually working ten (10) hours in the workday.

**VACATION LEAVE**

(A) An employee's vacation leave accrual and/or usage shall be in accordance with the provisions contained in Article 19 of the Contract.

(B) An employee who requests and is granted a vacation day off for a day on which he is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation for said day off. For vacation leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on vacation leave during any ten (10) hour shift.

**SICK LEAVE ENTITLEMENT AND USAGE**

(A) Sick leave entitlement and usage shall be administered for employees on ten (10) hour shifts in accordance with the provisions contained in Article 20 of the Contract.

(B) For each ten (10) hours of regularly scheduled work from which an employee is absent, sick leave with pay shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

**PERSONAL BUSINESS DAY**

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

**INJURY LEAVE**

Any employee, who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

## COMPENSATORY TIME

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

## DISABILITY LEAVE PROCEDURES

All full-time employees working ten (10) hour shifts shall be eligible to participate in the City's disability leave program provided in Article 21 of the Contract, provided, however, that any ten (10) hour employee deemed to be on said disability leave program shall receive a payment of 81% of said employee's gross wages under the following formula:

(1) The employee's gross wages shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.

(2) The employee shall receive a payment of 81% of his gross wages based upon said forty (40) hour work-week for each full week in which an employee is off work.

(3) For any partial week in which an employee is on the disability leave program, said employee shall receive a payment of 81% of his gross wages, under the above-noted formula, pro-rated to the number of hours said employee is off work during his regularly scheduled work week.

**DURATION**

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice of termination, but the duration shall be no longer than March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Tatyana Arsh, P.E., Director
Department of Public Utilities

06/03/2011
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #1997-14 (revised March 2011)**
**BETWEEN**
**AFSCME, OHIO COUNCIL 8, LOCAL 1632**
**AND THE CITY OF COLUMBUS**
**DEPARTMENT OF TECHNOLOGY**
**DIVISION OF INFORMATION SERVICES**

Pursuant to Section 32.3 of the Collective Bargaining Contract between the City of Columbus and the American Federation of State, County, and Municipal Employees, Ohio Council 8, Local 1632, the parties hereby agree to the following provisions being enacted for employees of the Division of Information Services, Operations Section in the job classifications known as Computer Operator I and Computer Operator II. Unless specifically amended by this Memorandum of Understanding (hereinafter referred to as MOU), all wages, hours, and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

For several years Information Services has scheduled its shift workers on an eight (8) week rotation changing their days off. This schedule allows more frequent days off of Saturday and Sunday as opposed to the three (3) month rotation outlined in the Contract. The number of positions allocated to a shift will determine the frequency of Saturday and Sunday days off.

The shift rotations are started at midnight Saturday night. The shift rotations may result in an employee having less than forty (40) straight time rate hours in paid status between the regular days off under the old schedule and the regular days off under the new schedule. This MOU is being executed to clarify the treatment of overtime worked on the first or second regular day off of the new schedule for the first seven calendar days of the new schedule as follows:

1. With respect to Section 16.3(E) of the collective bargaining contract, for purposes of this MOU, the reference to the three (3) month schedule change will apply to this eight (8) week schedule change.

2. If an employee works his/her first regular day off during the first week of the new schedule and in the previous five calendar days does not have any AWOL, sick, injury or disability time off, the employee will be paid at time and one-half (1.5) for any time worked on the first regular day off of the new schedule. If an employee works his second regular day off during the first week of the new schedule and in the previous six calendar days does not have any AWOL, sick, injury or disability-time off, the employee will be paid at double time (2.0) for any time worked on the second regular day off. Any AWOL, sick, injury or disability time taken will be replaced hour for hour with straight time before receiving any premium pay.

This MOU resolves any and all grievances regarding employees working this schedule in the Division of Information Services.

**DURATION**

The terms of this MOU will remain in full force and effect until March 31, 2014 or unless either party gives at least thirty (30) days written notice to the other of its intent to terminate this MOU.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-9-11
Date

Gary Cavin, Director/CIO
Department of Technology

6-9-2011
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #1997-03 (revised March 2011)**
**BETWEEN THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC SERVICE**
**DIVISION OF PLANNING AND OPERATIONS**
**STREET MAINTENANCE SECTION**
**AND**
**AFSCME, OHIO COUNCIL 8, LOCAL 1632**

This Memorandum of Understanding will document the parties' agreement with respect to the application of Section 16.7 of the Collective Bargaining Contract ("Contract") for the employees of the Division of Transportation Operations Section. Unless specifically amended by this MOU, all wages, hours and other terms and conditions of employment shall be administered in accordance with the Contract.

In response to Grievance No. 204-96, a third step answer was issued on November 27, 1996 indicating that the Street Maintenance operation in the Division of Transportation is a 24-hour operation and that the employees should be afforded all rights and perform all the obligations associated with being employed in a 24-hour operation in accordance with the Contract.

The parties hereby agree that the above mentioned answer will be voided effective January 1, 1997. The parties further agree that as of January 2, 1997 and all time thereafter, even though there are "Security Specialists" and "Utility/Red Light operators" on duty at all times, the Operations section of the Division (including the Street Maintenance Section) is not a 24-hour and/or continuous operation for purposes of any an all sections of the Contract referencing 24-hour and/or continuous operations (including but not limited to Sections 16.1, 16.3, 16.7, 17.1).

**DURATION**

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Mark Kelsey, Director
Department of Public Service

6/3/11
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #1996-02 (revised March 2011)**
**CITY OF COLUMBUS AND AFSCME LOCAL 1632**
**AND**
**DEPARTMENT OF PUBLIC SAFETY**
**DIVISION OF POLICE**
**COMMUNICATIONS BUREAU**

Pursuant to Article 32.3 of the Collective Bargaining Contract between the above named parties, the City of Columbus and AFSCME, Local 1632, hereby agree that the following provision shall be enacted for employees working in the job classification known as Police Communication Technician. Unless specifically amended by this Memorandum of Understanding (MOU), all wages, hours and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract.

## HOLIDAYS

Police Communication Technicians shall recognize Christmas Eve, New Year's Eve, Easter, Mothers Day and Fathers Day as holidays for the purpose of bidding the minimum of five (5) holidays off during each calendar year. Police Communication Technicians shall be eligible to bid on a total of fourteen (14) holidays pursuant to Section 17.7, Shift Worker Holidays in Continuous Operations, for the purpose of holiday bidding. If one of these days is selected by an employee, they must celebrate it as a holiday on the actual day. Since these extra days are not paid holidays, as outlined in Section 17.1, employees must use leave time (vacation or compensatory time) in order to be off.

This MOU applies only to the Police Communication Technicians in the Communications Bureau, Division of Police.

## DURATION

The terms of this MOU will remain in full force and effect unless either party gives at least thirty (30) days written notice to the other party of its intent to terminate said MOU, but no longer than March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-15-11
Date

Mitchell J. Brown, Director
Department of Public Safety

6/15/11
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/11
Date

**MEMORANDUM OF UNDERSTANDING #1996-01 (revised March 2011)**
**BETWEEN AFSCME, LOCAL 1632**
**AND**
**THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

**Regarding Communication Technicians/Small Craft Activities**

It is essential that Communication Technicians be immediately available to answer telephone calls from the public as well as other police personnel. To that end, Communication Technicians are assigned to consoles to answer such incoming calls. Although Communication Technicians are available, there are times when incoming telephone calls are not constant. It is not practical to permit Communication Technicians to leave their respective consoles when they are awaiting incoming telephone calls.

In order to promote the alertness of Communication Technicians awaiting incoming telephone calls, it is agreed that they be permitted to work on small craft activities at non-emergency telephone consoles in the Police Communications Center. Small craft activities include such things as knitting, cross-stitching and needlework. It is essential that the individual be able to immediately stop the craft activity in order to answer incoming calls. Small craft activities shall not be permitted at consoles receiving incoming 9-1-1 calls.

No activity shall involve the use of any liquids, scraps, or other fragments which may deter the Communications Bureau's equipment or operations.

Permission to engage in small craft activities shall be subject to guidelines formulated by management. The privilege to engage in such activities may be temporarily or permanently revised, rescinded or otherwise modified by management at any time. Any Division of Police supervisor may order an individual to cease small craft activity at any time.

This Memorandum of Understanding applies only to Police Communication Technicians working in the Police Communications Center.

**DURATION**
This MOU may be terminated by either party giving thirty (30) days prior written notice to the other party, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-15-11
Date

Mitchell J. Brown, Director
Department of Public Safety

6/15/11
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #1994-11 (revised March 2011)**
**BETWEEN THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC SERVICE**
**DIVISION OF PLANNING AND OPERATIONS**
**STREET MAINTENANCE SECTION**
**and**
**AFSCME, OHIO COUNCIL 8, LOCAL 1632**

This Memorandum of Understanding (MOU) will document the parties' agreement with respect to the application of Article 13 and Article 16 for the employees of the Public Service Department, Transportation Division, Street Maintenance Section. Unless specifically amended by this MOU, all wages, hours and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

**Winter Season Assignment**

1. Employees shall be permitted to exercise their classification seniority for purposes of bidding all assignments within their respective sections i.e., Street Maintenance Section. All assignments within the Street Maintenance Section shall be filled on the basis of classification seniority.

2. These assignments shall not be deemed permanent assignments. At the end of the designated Winter season, at a date determined by management, all employees in the Street Maintenance Section shall be returned to their pre-seasonal shifts and hours of work at their respective work locations.

This MOU shall become effective upon the date of signing by both parties and remains in full force for the duration of the Contract (March 31, 2014), or until such time as either party gives to the other party thirty (30) days prior written notice of its election to terminate this MOU.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Mark Kelsey, Director
Department of Public Service

6/3/11
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #1994-05 (revised March 2011)**
**CITY OF COLUMBUS AND AFSCME LOCAL 1632**
**DEPARTMENT OF PUBLIC SERVICE**
**DIVISION OF REFUSE COLLECTION**

**Regarding Mandatory Overtime Procedures**

It is agreed by the City of Columbus and AFSCME, Ohio Council 8, Local 1632, to continue the resolution reached in the settlement of Grievance Numbers 219/220/242-90, and 26-91, Policy Grievances (FMCS #91-09143) and any and all matters contested therein as follows:

1. A sign-up sheet shall be posted at each reporting location by noon Friday of each week to permit employees to volunteer to work overtime on specific days for the next succeeding week, including Saturdays and Sundays.

2. Employees desiring to volunteer to work overtime shall sign up for days they desire to work.

3. There shall be no limit to the number of days or hours an employee may volunteer to work overtime. Employees may not work more than sixteen (16) hours in one day.

4. The Appointing Authority shall determine, at his discretion, the need for overtime work.

5. Where practical, in the broadest sense, on days when overtime is available, the Appointing Authority or designee shall announce by 10:00 a.m. on the first shift that overtime is being worked.

6. When overtime is worked by volunteers, the overtime roster shall be annotated for equalization purposes consistent with the provisions of Article 16.4 of the Collective Bargaining Contract between the parties.

7. Any employee who has volunteered to work overtime and who does not work and has not (a) removed his/her name from the volunteer list twenty-four (24) hours in advance of the announcement that overtime will be worked, or (b) made a valid reasonable request not to work as determined by the Division Administrator or his designee, may be subject to disciplinary action.

8. If an insufficient number of employees are available at the reporting location where overtime is to be worked, then mandatory overtime shall be assigned within classifications by seniority, least senior first.

9. Mandatory overtime shall be limited to a maximum of sixteen (16) hours per employee per week.

10. No emergency vacation or compensatory time will be approved in lieu of working mandatory overtime.

11. An employee assigned to work mandatory overtime, who does not work, and who has not made a valid, reasonable request not to work, as determined by the Administrator or his designee, may be subject to disciplinary action.

12. Employees on an approved extended leave or on a prior approved vacation or compensatory time of more than one day will not be required to work mandatory overtime.

This settlement applies only to the Division of Refuse Collection, Department of Public Service. This MOU shall be effective through March 31, 2014 unless terminated at any time prior thereto, by either party giving to the other party thirty (30) days prior written notice.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Mark Kelsey, Director
Department of Public Service

6/3/11
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #1994-01 (revised March 2011)**
**BETWEEN**
**THE CITY OF COLUMBUS, THE COLUMBUS BOARD OF HEALTH,**
**AND**
**AFSCME, OHIO COUNCIL 8, LOCALS 1632 AND 2191**

**REGARDING PAYROLL DEDUCTION SLOT FOR**
**AFSCME, LOCAL 1632 SPONSORED GROUP LEGAL SERVICES PLAN**

AFSCME Local 1632 is desirous of providing a group legal services plan to eligible bargaining unit members (as defined in paragraph number eight (8) below) and, to that end, has requested that the City grant it a payroll deduction slot for the voluntary deduction of monthly premiums from eligible bargaining members' wages. The City has agreed to provide AFSCME Local 1632 with a payroll deduction slot to be used for such purpose, consistent with the terms and conditions of this Memorandum of Understanding (hereinafter referred to as MOU). Accordingly, the parties agree as follows:

1. The group legal services plan sponsored by AFSCME Local 1632 will be the complete and sole responsibility of AFSCME Local 1632 to process, administer and monitor.

2. The City will provide AFSCME Local 1632 access to a payroll deduction slot and will facilitate enrollment by eligible bargaining unit members of AFSCME Local 1632 and in individual City departments by agreeing to have payroll clerks process the payroll deduction authorization for the AFSCME Local 1632 sponsored group legal services plan.

3. All monies deducted monthly for participation in the group legal services plan will be forwarded to the Treasurer of AFSCME Local 1632 in the aggregate amount by a warrant separate and apart from the warrant provided to the Comptroller of AFSCME, Ohio Council 8 as provided in Article 5 of the Collective Bargaining Contract currently in effect between the City and AFSCME, Ohio Council 8, Local 1632. All funds transmitted to AFSCME Local 1632, pursuant to the payroll deduction authorization for the AFSCME Local 1632 sponsored group legal services plan, shall be the sole responsibility of AFSCME Local 1632 to administer and disperse.

4. Deductions under the terms of this MOU shall be made during one (1) pay period each month; if any participating bargaining unit member's pay for the period is insufficient to cover the deduction for the plan after the withholding of all other legal and required deductions (including Union dues), the City will make a deduction from the pay earned during the next pay period. In the event a deduction is not made for any participating member during any particular month, the City, upon verification in writing from the President of AFSCME Local 1632, will make the appropriate deduction in the following month.

5. The deductions made under the terms of this MOU, accompanied by an alphabetical list of all participating bargaining unit members shall be transmitted to the Treasurer of AFSCME Local 1632, no later than ten (10) days following the end of the pay period in which the deduction is made, if so approved by the City Auditor.

6. It shall be sole and exclusive responsibility of AFSCME Local 1632 to administer the group legal services plan, including solicitation and distribution of information related to enrollment or participation in the plan.

7. The City's role will be solely clerical in nature, that is, to process the amount of the payroll deduction for the AFSCME Local 1632 sponsored group legal services plan and to transmit the monies deducted from payroll to AFSCME Local 1632.

8. Only AFSCME Local 1632 bargaining unit members who have properly executed and valid dues deduction authorization cards on file with their payroll clerk or the Central Payroll section of the City Auditor's Office shall be eligible to execute payroll deduction authorization cards for the AFSCME Local 1632 sponsored group legal insurance plan.

9. Any eligible bargaining unit member of AFSCME Local 1632 wishing to participate in the payroll deduction of premiums for the AFSCME Local 1632 sponsored group legal services plan shall be required to execute the required payroll deduction authorization card (a copy of which is attached hereto as Appendix A).

10. An annual enrollment period during the month of February each year is hereby established, during which interested eligible bargaining unit members may sign a payroll deduction card for the plan. Payroll deduction authorization cards received by the City on or after March 1 of each year shall be deemed invalid. In any event, the City shall not be obligated in any way to honor the payroll deduction authorization cards for the AFSCME Local 1632 sponsored group legal services plan until such time as AFSCME Local 1632 presents to the City in a timely manner a minimum of 50 properly executed payroll deduction authorization cards evidencing the desire of at least 50 eligible bargaining unit members to participate in the payroll deduction program for the AFSCME Local 1632 sponsored group legal services plan.

11. The City shall continue to make the appropriate monthly deduction from the pay of a participating bargaining unit member until such time as the City receives during the month of February a written revocation of the authorization for payroll deduction signed by the participating member. To be valid and effective, a written revocation must be submitted and received by the City during the month of February in each year.

12. In the event less than 50 eligible members of the bargaining unit participate in the program at any time, the City's obligation to withhold shall automatically terminate and the Office of the City Auditor shall inform AFSCME Local 1632 of the termination of this deduction. In such event, it shall be the sole responsibility of AFSCME Local 1632 to notify participating bargaining unit members of the termination of the payroll deduction.

13. No solicitation or enrollment activity shall take place during working hours or on City property.

14. AFSCME, Ohio Council 8, and Locals 1632 and 2191 jointly and severally agree that they will indemnify and hold the City harmless from any claims, actions, or proceedings commenced by any person or employee(s) against the City arising out of the terms of this MOU or its implementation.

15. AFSCME Local 2191 is desirous of participating in this group legal services plan sponsored by AFSCME Local 1632 and to that end has requested that the Board of Health and City of Columbus provide a payroll deduction slot to be used for the voluntary deduction of monthly premiums for all bargaining unit members. The City and the Board of Health have agreed to provide AFSCME Local 2191 with a payroll deduction slot to be used for such purpose, consistent with the terms and conditions as agreed to in this Memorandum of Understanding.

16. This MOU contains the entire agreement of the parties.

17. This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but the duration shall be no longer than March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Teresa Long, M.D. M.P.H.
Health Commissioner
Department of Health

6/3/2011
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

Kathie C. Dodson, President
AFSCME Local 2191

6-2-2011
Date

**MEMORANDUM OF UNDERSTANDING #1993-08 (revised March 2011)**
**BETWEEN**
**THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC UTILITIES, DIVISION OF POWER AND WATER (POWER)**
**AND**
**AFSCME, OHIO COUNCIL 8, LOCAL 1632**

**Regarding Electric Switchboard Section**

The City of Columbus and AFSCME, Ohio Council 8, Local 1632, hereby agree that this Memorandum of Understanding (hereinafter referred to as MOU) shall apply to employees of the Department of Public Utilities, Division of Power and Water (Power) pursuant to a mutual agreement and desire to establish a four (4) day per week, ten (10) hour per day work schedule for employees in the job classifications known as Electricity Load Dispatcher, Electric Switchboard Operator, and Electric Switchboard Operator Trainee. Unless specifically amended by this MOU, all wages, hours and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

## HOURS OF WORK

The Electric Switchboard is a twenty-four (24) hour-a-day, seven (7) day a week operation. Employees shall work four (4) ten (10) hour work days with three (3) consecutive days off. Shift assignments will be established through the bidding process for first, second and third shifts.

## OVERTIME ELIGIBILITY AND PAY

(A) Overtime eligibility and pay will be administered per Article 16 of the Contract.

(B) For purposes of this agreement, work performed on an employee's second consecutive regular day off will be paid at the double-time rate, providing that said employee has accumulated forty (40) straight-time rate hours in paid status.

## VACATION LEAVE

Any employee who requests and is granted a vacation day off for any day on which he is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation leave for said day off. For vacation leaves of less than one (1) full workday, an employee shall be charged in increments of one-tenth (1/10) hour for all time off during any ten (10) hour shift.

The number of employees allowed on scheduled vacation on each shift at any one time shall be determined by Distribution Management.

## SICK LEAVE ENTITLEMENT AND USAGE

(A) Sick leave entitlement shall be administered for employees on ten (10) hour shifts in accordance with the provisions contained in Article 20 of the Contract.

(B) For each ten (10) hours of regularly scheduled work from which an employee is absent, sick leave with pay shall be charged at the rate of ten (10) hours per day. For sick leave of less than one full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

## DISABILITY LEAVE PROCEDURES

All full-time non-seasonal employees working ten (10) hour shifts shall be eligible to participate in the City's disability leave program as provided in Article 21 of the Contract, provided, however, that any ten (10) hour employee deemed to be on said disability leave program shall receive a payment of 81% of said employee's gross wages under the following formula:

(1) The employee's gross wages shall be computed on a forty (40) hour work week for each full week in which an employee is off work.

(2) The employee shall receive a payment of 81% of his gross wages based upon said forty (40) hour work week for each full week in which an employee is off work.

(3) For any partial week in which an employee is on the disability leave program, said employee shall receive a payment of 81% of his gross wages, under the above-noted formula, pro-rated to the number of hours said employee is off work during his regularly scheduled work week.

## HOLIDAY SCHEDULE

Any employee working a ten (10) hour shift and who works on a day celebrated as a holiday, shall be paid at the rate of time and one-half (1-1/2) for all hours worked, in addition to his regular ten (10) hours at the straight-time hourly rate for the holiday.

When a holiday falls on an employee's regularly scheduled day off, the holiday shall be celebrated on Wednesday of that calendar week.

## PERSONAL BUSINESS DAY

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

## INJURY LEAVE

Any employee who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

## COMPENSATORY TIME

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

## DURATION

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Tatyana Arsh, P.E., Director
Department of Public Utilities

06/03/2011
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/11
Date

**MEMORANDUM OF UNDERSTANDING #1993-04 (revised March 2011)**
**BETWEEN AFSCME, OHIO COUNCIL 8, LOCAL 1632 AND**
**THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC UTILITIES**
**DIVISION OF POWER AND WATER (WATER)**
**CONSUMER SERVICES SECTION**

The City of Columbus and AFSCME, Ohio Council 8, Local 1632, agree to the following provisions being enacted for the employees of the Department of Public Utilities, Division of Power and Water (Water), Consumer Services Section.

## HOURS OF WORK

The normal work week shall consist of four (4) ten (10) hour days that shall be worked Monday through Thursday. The shift will begin at 7:00 a.m. and conclude at 5:30 p.m.

Core working hours for office employees participating in flex time shall remain 9:00 a.m. to 4:00 p.m. This means that an office employee's working hours may begin no later than 9:00 a.m. or end no earlier than 4:00 p.m.

## HOLIDAY PAY

The provisions contained in Article 17 of the Collective Bargaining Contract (hereinafter referred to as Contract) shall govern the eligibility and usage of holiday pay for those employees covered herein, unless specifically changed hereunder.

Any employee who does not work a day on which a holiday is celebrated shall be paid ten (10) hours straight-time hourly pay for said holiday.

Any employee who is working a ten (10) hour shift and who works on a day celebrated as a holiday, shall be paid at the rate of time and one-half (1-½) for all hours worked, in addition to his regular ten (10) hours of straight time hourly pay for the holiday.

If a holiday falls on Friday or Saturday, the holiday will be celebrated on Thursday.

## PERSONAL BUSINESS DAY

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

## INJURY LEAVE

Any employee, who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

## COMPENSATORY TIME

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

## DISABILITY LEAVE PROCEDURES

All personnel working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 21 of the Contract; provided, however, that any ten (10) hour employee on approved disability leave shall receive 81% of said employee's gross wage under the following formula:

(1) The employee's gross wage shall be computed on a forty (40) hour work week for each full week in which an employee is off work.

(2) The employee shall receive 81% of their gross wage based upon said forty (40) hour work week for each full week an employee is off work.

(3) For any partial week in which an employee is on the disability program, said employee shall receive 81% of their gross wages, under the above noted formula prorated to the number of hours said employee is off work due to disability during his regularly scheduled work week.

## VACATION LEAVE

Any employee who requests and is granted a vacation day off for any day of which they are scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation pay for said day off. For vacation leaves of less than one full work day, an employee shall be charged in increments of one-tenth (1/10) hour for all time off during any ten (10) hour shift.

The number of employees allowed on scheduled vacation at any one time shall be determined by the section manager. This is to ensure adequate coverage during the Monday through Friday period. Vacations shall be bid for by seniority by January 16 each year.

## SICK LEAVE ENTITLEMENT AND USAGE

Sick leave entitlement and usage shall be administered in accordance with the provisions of Article 20 of the Contract with the following additions:

For each ten (10) hours of regular work from which an employee is absent, sick leave pay shall be used at the rate of ten (10) hours. For sick leave of less than one full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

## OVERTIME ELIGIBILITY AND PAY

Overtime eligibility and pay shall be administered per Article 16 of the Contract.

For the purposes of this Memorandum of Understanding, (hereinafter referred to as MOU), Sunday will be considered the double time day for all employees.

When a need for nonscheduled overtime arises at the end of the workday, the supervisor will first contact those employees who meet all of the following criteria (regardless of whether the employee works an eight (8) hour shift or ten (10) hour shift:

(1) Employee(s) is next on the overtime list.

(2) Employee is available to work the overtime when needed. If the employee works a 10-hour shift and the work is needed prior to 5:30 p.m., the supervisor will contact the first 8-hour employee(s) reached on the list. If the need for overtime continues past 5:30 p.m., the supervisor will then contact 10-hour employee(s) reached on the list.

## NON-PARTICIPANTS

Any employee not wishing to participate in the four (4) day ten (10) hour per day work schedule shall continue to work a traditional eight (8) hour per day work schedule five (5) days per week, Monday through Friday, with starting and quitting times as are currently in effect at the time of signature by the parties of this MOU.

## PARTICIPANTS

Any employee wishing to participate in the four (4) day ten (10) hour per day work schedule shall work the crew to which they are assigned.

**DURATION**

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice of termination, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Tatyana Arsh, P.E., Director
Department of Public Utilities

06/03/2011
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/11
Date

**MEMORANDUM OF UNDERSTANDING #1992-09 (revised March 2011)**
**BETWEEN AFSCME, OHIO COUNCIL 8, LOCAL 1632**
**AND THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC UTILITIES**
**DIVISION OF POWER AND WATER (POWER)**

## FOUR DAY PER WEEK, TEN HOUR PER DAY WORK SCHEDULE

The parties hereby agree that this Memorandum of Understanding (hereinafter referred to as MOU) shall apply to employees of the Department of Public Utilities, Division of Power and Water (Power) pursuant to a mutual agreement and desire to establish within the Administrative Offices a four (4) day per week, ten (10) hour per day work schedule. Unless specifically amended by this MOU, all wages, hours and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

### HOURS OF WORK

(A) The normal workweek shall consist of four (4) work days of ten (10) hours per day and three (3) consecutive days off or five (5) work days of eight (8) hours per day and two consecutive days off (per attached schedule). There shall be one (1) ten (10) or one (1) eight (8) hour shift in each twenty-four (24) hour period on Monday through Friday.

(B) The starting time for all employees involved will be between the hours of 6:00 a.m. and 8:00 a.m. and the quitting time will be between the hours of 4:30 p.m. and 7:00 p.m.

### OVERTIME ELIGIBILITY AND PAY

(A) Overtime eligibility and pay will be administered per Article 16 of the Contract.

(B) For purposes of this MOU, work performed on Sundays will be paid at the double-time rate for each employee involved.

### PERSONAL BUSINESS DAY

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

### INJURY LEAVE

Any employee, who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

## VACATION LEAVE

(A) Any employee who requests and is granted a vacation day off for any day on which he is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation leave for said day off. For vacation leaves of less than one (1) full workday, an employee shall be charged in increments of one-tenth (1/10) hour for all time off during any ten (10) hour shift.

(B) The number of employees allowed on scheduled vacation in each section at any one time shall be determined by the Section Manager. This is to ensure adequate coverage during the Monday through Friday period.

## COMPENSATORY TIME

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

## SICK LEAVE ENTITLEMENT AND USAGE

(A) Sick leave entitlement shall be administered for employees on ten (10) hour shifts in accordance with the provisions contained in Article 20 of the Contract.

(B) For each ten (10) hours of regularly scheduled work from which an employee is absent, sick leave pay shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

## HOLIDAY SCHEDULE

(A) The provisions contained in Article 17 of the Contract shall govern the eligibility and usage of holiday pay for those employees covered herein, unless specifically changed hereunder.

(B) Any employee working a ten (10) hour shift who does not work on a day on which a holiday is celebrated shall be paid ten (10) hours at the straight-time hourly rate for said holiday.

(C) Any employee working a ten (10) hour shift and who works on a day celebrated as a holiday, shall be paid at the rate of time and one-half (1-1/2) for all hours worked, in addition to his regular ten (10) hours at the straight-time hourly rate for the holiday.

Pursuant to Article 17, if the holiday falls on the first regularly scheduled day off (RDO), the holiday shall be observed on the previous day. If the holiday falls on the third RDO, the holiday shall be observed on the following day.

If the holiday falls on the middle day off for "Crew A" the holiday will be observed on the following Monday; if the holiday falls on the middle day off for "Crew B" the holiday will be observed on the preceding Friday.

## DISABILITY LEAVE PROCEDURES

All full-time non-seasonal employees working ten (10) hour shifts shall be eligible to participate in the City's disability leave program as provided in Article 21 of the Contract, provided however that any ten (10) hour employee deemed to be on said disability leave program shall receive a payment of eighty-one percent (81%) of said employee's gross wage under the following formula:

(1) The employee's gross wages shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.

(2) The employee shall receive a payment of eighty-one percent (81%) of his gross wages based upon said forty (40) hour workweek for each full week in which an employee is off work.

(3) For any partial week in which an employee is on the disability leave program, said employee shall receive a payment of eighty-one percent (81%) of his gross wages, under the above-noted formula, pro-rated to the number of hours said employee is off work during his regularly scheduled workweek.

## NON-PARTICIPANTS

Any employee not wishing to participate in the four (4) day ten (10) hour per day work schedule will continue to work a traditional eight (8) hour per day work schedule five (5) days per week Monday through Friday. All new hires during the experiment will be assigned to Crew C.

**SCHEDULING**

All employees will either be on "A", "B", or "C" shift.

**CREW A**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| OFF | 10 | 10 | 10 | 10 | OFF | OFF |

Holiday on Saturday observed Monday.

**CREW B**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| OFF | OFF | 10 | 10 | 10 | 10 | OFF |

Holiday on Saturday observed on following on preceding Friday.

**CREW C**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| OFF | 8 | 8 | 8 | 8 | 8 | OFF |

Employees may elect to rotate to another crew on a quarterly basis with administrative approval.

Administration, due to workloads, may alter any employee's schedule with prior notification.

**DURATION**

This MOU may be terminated by either party giving thirty (30) days prior written notice to the other party, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Tatyana Arsh, P.E., Director
Department of Public Utilities

06/03/2011
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/11
Date

**MEMORANDUM OF UNDERSTANDING #1992-06 (revised March 2011)**
**BETWEEN THE CITY OF COLUMBUS,**
**DEPARTMENT OF PUBLIC UTILITIES, DIVISION OF SEWERAGE AND DRAINAGE**
**AND AFSCME, OHIO COUNCIL 8, LOCAL 1632**

**Southerly Wastewater Treatment Plant**

The City of Columbus and AFSCME, Ohio Council 8, Local 1632, hereby agree that the following provisions shall be enacted for employees working at the Department of Public Utilities, Southerly Wastewater Treatment Plant in the job classifications known as Wastewater Plant Operator and Wastewater Plant Supervisor I, as determined by the Appointing Authority. Unless specifically amended by this Memorandum of Understanding (hereinafter referred to as MOU), all wages, hours and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

There are four (4) operating shifts providing the City of Columbus and the Southerly Wastewater Treatment Plant twenty-four (24) -hour, seven (7) -days per week plant operation coverage. Said seven (7)- day period begins at 12:01 a.m. Sunday through midnight Saturday.

| | |
|---|---|
| First Shift: | Monday through Friday; from 6:45 a.m. to 2:45 p.m.; days off are Saturday and Sunday. |
| Second Shift: | Saturday through Wednesday; from 2:45 p.m. to 10:45 p.m.; days off are Thursday and Friday. |
| Third Shift: | Thursday through Monday; 10:45 p.m. to 6:45 a.m.; days off are Tuesday and Wednesday. |
| Fourth Shift: | Tuesday through Saturday; Hours of work are Tuesday and Wednesday from 10:45 p.m. to 6:45 a.m.; Thursday and Friday from 2:45 p.m. to 10:45 p.m.; and Saturday from 6:45 a.m. to 2:45 p.m. |

**Overtime Scheduling Eligibility and Pay**

For purposes of this MOU, the Sunday first-shift shall be an overtime shift staffed by rotating the four (4) operating shifts each, one through four. The needed staff shall be scheduled with employees from that operating shift next in the rotation, beginning with the employee with the lowest overtime hour charges.

(A) Time and one-half will be paid to employees who normally work second, third and fourth shifts and double time will be paid to first-shift personnel providing that said employees have accumulated forty (40) straight-time hours in paid status during said employees regular workweek; in accordance with Article 16.

(B) Sunday first-shift overtime shall be scheduled and posted on the prior Tuesday and all personnel shall be charged the appropriate overtime hours when asked. Any overtime shift vacancies left unfilled from the scheduled shift shall be filled and administered per Article 16 of the Contract, and if possible, on Saturday morning prior to the Sunday overtime shift between 6:45 a.m. and 9:00 a.m.

**Duration**

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Tatyana Arsh, P.E., Director
Department of Public Utilities

06/03/2011
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #1991-01 (revised March 2011)**
**BETWEEN AFSCME, OHIO COUNCIL 8, LOCAL 1632**
**AND THE CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC UTILITIES**
**DIVISION OF SEWERAGE AND DRAINAGE**

**SOUTHWESTERLY COMPOSTING FACILITY**

The parties hereby agree that this Memorandum of Understanding (hereinafter referred to as MOU) shall apply to employees of the Department of Public Utilities, Southwesterly Composting Facility, in the job classifications known as Equipment Operator II, Plant Maintenance Mechanic and Auto Mechanic (Heavy) pursuant to a mutual agreement and desire to establish at the Facility a four (4) day per week, ten (10) hours per day work schedule for said classifications. Unless specifically amended by this MOU, all wages, hours and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract):

**Hours of Work**

(1) The normal workweek shall consist of four (4) ten (10) hour days that shall be worked as follows:

| | |
|---|---|
| Workgroup A<br>Monday - Friday | 6 Equipment Operator II's<br>3 Plant Maintenance Mechanics<br>1 Auto Mechanic (Heavy) |
| Workgroup B<br>Wednesday - Saturday | 4 Equipment Operator II's |
| Workgroup C<br>Sunday - Saturday | Equipment Operator II (New Hire) |

The number of Equipment Operator II's in Workgroup A will be maintained at a level of not less than six (6) operators for the purpose of bidding work schedules only. This does not establish minimum staffing levels for the purpose of overtime.

(2) All employees hired prior to the effective date of this MOU will have Sunday as a day off. Group A will have Saturday and Sunday off with an additional weekday off, and Group B will have Sunday through Tuesday off.

(3) The starting time for all employees will be 6:00 a.m. except for those performing duties as a sludge truck driver. The workday will end ten and one-half (10.5) hours after that starting time (ten work hours plus a 30 minute unpaid lunch).

(4) Equipment Operator II's assigned sludge hauling duties will have their schedule determined by management based upon operating conditions. The starting time will be one and one-half (1.5) hours earlier than 6:00 a.m.; and the employees will be given 24 hours notice of the early start. If any employee is not given 24 hours notice of the early start, the employee may be paid for call-back under the provisions of 26.5 of the Contract; or may elect to end the workday ten and one-half (10.5) hours after starting time.

(5) Equipment Operators II's who desire to be part of the sludge hauling rotation, will notify management of their desire to be part of the rotation. This will be on a voluntary basis. In the event that no Equipment Operator volunteers, the duties of sludge hauling will be assigned to the least senior Equipment Operator II qualified to drive the truck and scheduled to work. The rotation will be for a two (2)-week period per Equipment Operator II. This rotation will remain in effect for the duration of this MOU.

(6) In the event that a vacancy occurs for any of the above work schedules, that vacancy shall be filled in accordance with Article 13 of the Contract. (See attached schedule for the purpose of schedule implementation).

**Overtime Eligibility and Pay**

Overtime eligibility and pay shall be administered per Article 16 of the Contract.

For the purposes of this MOU, Sunday will be considered the double-time day for all employees not regularly scheduled to work Sunday (Group A and Group B). All other employees will have their second consecutive day-off as their double-time day (Group C), pursuant to Section 16.3(C).

**Vacation Leave**

Vacation leave and usage shall be administered in accordance with the provisions of Article 19 of the Contract.

Any employee who requests and is granted a vacation day off for any day on which he is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation leave for said day off. For vacation leaves of less than one (1) full workday, an employee shall be charged in increments of one-tenth (1/10) hour for all time off during any ten (10) hour shift.

**Personal Business Day**

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

**Injury Leave**

Any employee, who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

**Compensatory Time**

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

**Sick Leave Entitlement and Usage**

Sick leave entitlement and usage shall be administered in accordance with the provisions of Article 20 of the Contract.

For each ten (10) hours of regularly scheduled work from which an employee is absent due to illness, sick leave with pay shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

**Non-Participation**

Employees, who are covered by this MOU, may elect to work an alternate five (5) eight (8) hour day schedule. The schedule will be a five (5) consecutive eight (8) hour day from 7:00 a.m. to 3:30 p.m. with two days off to be determined by management. The employee will not be considered to be part of Workgroup A, may be scheduled to work on Saturday, and will have work assigned daily as directed by management. After the initial bid, an employee may request non-participation due to an emergency or personal hardship. Management and the Union will attempt to resolve the conflict through good faith discussions.

## Holiday and Pay Schedule

The provisions contained in Article 17 of the Contract shall govern the eligibility and usage of holiday pay for those covered herein, unless specifically changed hereunder.

Any employee who does not work on a day on which a holiday is celebrated shall be paid ten (10) hours of straight-time hourly pay for said holiday.

Any employee who is working a ten (10) hour shift and who works on a day celebrated as a holiday, shall be paid at the rate of time and one-half (1-1/2) for all hours worked, in addition to the holiday pay (which shall be paid at the straight-time hourly rate), unless the holiday falls on a double-time day in which case he shall be compensated at the double-time rate in addition to his holiday pay in accordance with Articles 16 and 17.

### Group A

(1) When the holiday falls on Saturday, the holiday will be celebrated on the previous normal workday.

(2) When the holiday falls on Sunday, the holiday will be celebrated on the first normal workday of the next week.

(3) When the holiday falls on the day off during the week, the holiday will be celebrated on either the day before or the day after.

### Group B

(1) When the holiday falls on the first day off, the holiday will be celebrated on the previous day (Saturday).

(2) When the holiday falls on the second consecutive day off, the holiday will be celebrated on the previous workday day.

(3) When the holiday falls on the third day off, the holiday will be celebrated on the following day (Wednesday).

**Group C**

(1) When the holiday falls on the first day off, the holiday will be celebrated on the previous day.

(2) When the holiday falls on the second consecutive day off, the holiday will be celebrated on the following day.

(3) When the holiday falls on the third day off, the holiday will be celebrated on the following day.

**Duration**

This MOU may be terminated by either party giving the other party thirty (30) days prior written notice of termination, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Tatyana Arsh, P.E., Director
Department of Public Utilities

06/03/2011
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/11
Date

**MEMORANDUM OF UNDERSTANDING #1989-02 (revised March 2011)**
**BETWEEN AFSCME, OHIO COUNCIL 8, LOCAL 1632**
**AND THE CITY OF COLUMBUS**
**DEPARTMENT OF DEVELOPMENT, CODE ENFORCEMENT DIVISION**

## Regarding Work Schedules

The City of Columbus and AFSCME, Ohio Council 8, Local 1632 hereby agree that the following provisions shall be enacted for employees classified as Community Relations Representatives working in the Department of Development, Code Enforcement Division. Unless specifically amended by the Memorandum of Understanding (hereinafter referred to as MOU), all wages, hours, and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

### Hours of Work

Said employees shall henceforth work forty (40) hours within a five (5) day period.

### Overtime/Compensatory Time Eligibility

(A) Time and one-half will be paid for hours in excess of forty (40) straight-time hours in paid status during said employee's work week in accordance with Article 16.

(B) Time and one-half will be paid for time worked on an employee's first regularly scheduled day off, providing that said employee has accumulated forty (40) straight-time rate hours in paid status during said employee's work week in accordance with Article 16.

(C) For purposes of the agreement, Sunday shall be considered the second consecutive day off for which double-time will be paid for any employee who, on that day, is in an overtime situation, providing that said employee has accumulated forty (40) straight-time rate hours in paid status in accordance with Article 16.

### Duration

This MOU may be terminated by either party giving the other party thirty (30) days prior written notice of termination, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Boyce Safford III, Director by Dennis K Cole
Department of Development

June 3, 2011
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/2011
Date

**MEMORANDUM OF UNDERSTANDING #1987-04 (revised March 2011)**
**BETWEEN AFSCME, OHIO COUNCIL 8, LOCAL 1632**
**AND**
**CITY OF COLUMBUS**
**DEPARTMENT OF PUBLIC UTILITIES**

**DIVISION OF POWER AND WATER (POWER)**
**DISTRIBUTION SECTION**

The parties hereby agree to the following provisions being enacted for employees of the Department of Public Utilities, Division of Power and Water (Power), Distribution Section in the job classifications known as Power Line Worker Supervisor I, Power Line Worker II, Power Line Worker I, Laborer, Cable Worker Supervisor I, Cable Worker II, Cable Worker I, Power Line Cable Worker Trainee, Electric Metering Supervisor I, Substation Maintenance Technician and Substation Maintenance Supervisor. This agreement does not include any shift workers.

## HOURS OF WORK

The schedule for the aforementioned classifications shall be four (4) work days of ten (10) hours per day and three (3) consecutive days off (per attached schedule). The shift will begin at 6:15 a.m. and conclude at 4:45 p.m. There shall be one (1) straight ten (10) hour shift in each twenty-four (24) hour period.

## DISABILITY LEAVE PROCEDURES

All full-time non-seasonal employees working ten (10) hour shifts shall be eligible to participate in the City's disability leave program as provided in Article 21 of the Collective Bargaining Contract (hereinafter referred to as Contract), provided however that any ten (10) hour employee deemed to be on said disability leave program shall receive a payment of 81% of said employee's gross wage under the following formula:

(1) The employee's gross wages shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.

(2) The employee shall receive a payment of 81% of his gross wage based upon said (40) hour workweek for each full week in which an employee is off work.

(3) For any partial week in which an employee is on the disability leave program, said employee shall receive a payment of 81% of his gross wages, under the above-noted formula, pro-rated to the numbers of hours said employee is off work during his regularly scheduled workweek.

## HOLIDAY SCHEDULE

In accordance with Article 17, if the holiday falls on the first regularly scheduled day off (hereinafter referred to as RDO), the holiday shall be observed on the previous day. If the holiday falls on the third RDO, the holiday will be observed on the following day.

If the holiday falls on the middle day off for "Crew A" the holiday will be observed on the following Monday; if the holiday falls on the middle day off for "Crew B" the holiday will be observed on the preceding Friday.

## OVERTIME PAY

(A) Overtime pay will be administered pursuant to Article 16 of the Contract.

(B) For purposes of this Memorandum of Understanding (hereinafter referred to as MOU), Sundays will be double-time pay for each employee involved.

## VACATION LEAVE

(A) An employee's vacation leave accrual and/or usage shall be in accordance with the provisions contained in Article 19 of the Contract.

(B) Any employee who requests and is granted a vacation day off for any day on which he is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation pay for said day off. For vacation leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on vacation during any ten (10) hour shift.

## SICK LEAVE ENTITLEMENT AND USAGE

(A) Sick leave entitlement and usage shall be administered for employees on ten (10) hour shifts in accordance with the provisions contained in Article 20 of the Contract.

(B) For each ten (10) hours of regular scheduled work from which an employee is absent, sick leave with pay shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full work day, an employee shall be charged increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

## PERSONAL BUSINESS DAY

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

## INJURY LEAVE

Any employee who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

## COMPENSATORY TIME

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

## SCHEDULING

All employees will either be on "A" or "B" Shift.

CREW A

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| off | on | on | on | on | off | off |

Holiday on Saturday
observed on Monday.

CREW B

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| off | off | on | on | on | on | off |

Holiday on Sunday
observed preceding Friday.

**DURATION**

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but shall not extend beyond March 31, 2014.

**FOR THE CITY:**

Chester C. Christie, Director
Department of Human Resources

6-3-11
Date

Tatyana Arsh, P.E., Director
Department of Public Utilities

06/03/2011
Date

**FOR THE UNION:**

Roberta Skok, Regional Director
AFSCME, Ohio Council 8

6/3/11
Date

Douglas C. Moore, President
AFSCME Local 1632

6/3/11
Date

# APPENDIX C - SIDE LETTERS

**SIDE LETTER #1 IS INTENTIONALLY OMITTED AS THE TERMS OF THE LETTER HAVE BEEN RESOLVED**

**SIDE LETTER #2**

March 14, 2011

Mr. R. Sean Grayson
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear Sean:

The purpose of this letter is to confirm our recent conversation on the subject matter listed below.

Whenever reasonable, safe, and feasible, and subject to operational needs, members of the same classification within the same work unit will be cross trained on the specifics of one another's jobs.

If you have any questions about this letter, please call.

Please sign in the space provided below if the foregoing reflects the agreement of the parties.

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

Agreed on behalf of AFSCME Local 1632:

R. Sean Grayson (RS)

R. Sean Grayson
Chief Negotiator

**SIDE LETTER #3**

March 14, 2011

Mr. R. Sean Grayson
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear Sean:

This letter affirms the agreement reached between the City of Columbus, Columbus Board of Health and AFSCME, Local 1632 regarding matters of conflict between an employee and his/her supervisor. The parties agreed to the merits of involving the professional services of EAP, on a case-by-case basis, to resolve such conflict. The Union President shall discuss the case with the Department Human Resources Officer in the affected department and thereafter the Department Human Resources Officer will schedule intervention with EAP, if necessary.

Please sign in the space provided below if the foregoing reflects the agreement of the parties.

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

Agreed on behalf of AFSCME Local 1632:

R. Sean Grayson (RS)

R. Sean Grayson
Chief Negotiator

**SIDE LETTER #4**

March 14, 2011

Mr. R. Sean Grayson
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear Sean:

This letter will serve as a follow-up to our conversation.

It is the intention of the City that persons performing work are qualified to do so.

Concerns about bargaining work are appropriate subjects for discussion between the City and AFSCME 1632.

If you have any questions about this letter, please call.

Please sign in the space provided below if the foregoing reflects the agreement of the parties.

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

Agreed on behalf of AFSCME Local 1632:

R. Sean Grayson (RS)

R. Sean Grayson
Chief Negotiator

**SIDE LETTER #5**

March 14, 2011

Mr. R. Sean Grayson
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear Sean:

The purpose of this letter is to clarify two matters that arose during recent discussions.

1. It is the understanding of the City that joint committees formed with AFSCME Local 1632 will include representatives of Local 2191, where appropriate.

2. The Joint Health and Safety Committee listed in the 1632 contract and the 2191 contract, or a successor committee, shall include an identified sub-committee of persons from the Health Department and Local 2191.

I hope these understandings clarify and record our conversations and understandings.

Please sign in the space provided below if the foregoing reflects the agreement of the parties.

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

Agreed on behalf of AFSCME Locals 1632 and 2191:

R. Sean Grayson (RS)

R. Sean Grayson
Chief Negotiator

**SIDE LETTER #6 IS INTENTIONALLY OMITTED AS THE TERMS OF THE LETTER HAVE BEEN SATISFIED**

**SIDE LETTER #7**

March 29, 2011

Mr. R. Sean Grayson
Chief Negotiator
Ohio Council 8
6800 North High Street
Worthington, Ohio 43085

Dear Sean:

The purpose of this letter is to confirm the agreement between the City of Columbus and AFSCME Local 1632.

In accordance with the City's goals to ensure that classifications in the bargaining unit are paid consistent with the market for such jobs, the parties will meet and discuss the City's pay plan review results. Any agreement with respect to the plan will not be implemented unless in writing and signed by both parties.

Sincerely,

Ronald G. Linville
Chief Negotiator

Agreed on behalf of AFSCME Local 1632:

R. Sean Grayson (RS)

R. Sean Grayson
AFSCME Chief Negotiator

**SIDE LETTER #8 IS INTENTIONALLY OMITTED AS THE TERMS OF THE LETTER HAVE BEEN SATISFIED**

# APPENDIX D - FORMS

**LOCAL 1632**

**Check One:**
**Chief Steward_____**
**Steward_____**

**CITY OF COLUMBUS**
**AFSCME CHIEF STEWARD/STEWARD**
**REQUEST FOR LEAVE FOR UNION BUSINESS**

**NAME:_____ DATE:_____**

**If you are a Floating Chief Steward, provide the name of the Chief Steward you are replacing.**
**_____**

In accordance with Article 6 of the contract, this completed document shall act as notification of and a request for authorization to absent myself from my regular job duties or worksite to conduct the Union business described below. (Stewards are reminded they are not to leave the worksite to conduct Union business).

**Date:_____ Expected Start _____ AM/PM Expected Ending _____ AM/PM Destination & Phone #_____**

**FOR THE PURPOSE OF:**

**___ Steward Training ___ QWL Division ____ Department ____**

**___ Employee Contact**

**___ Answer Telephone Inquiry ___ Management Inquiry by_____**

**___ Complaint Investigation Issue:_____**

**Resolved? Yes___ No___ If no, Grievance Number assigned _____**

**___ Representative of employee under investigation ___ Disciplinary Hearing**

**___ Grievance Hearing Grievance No._____ ____Step 1 ___Step 2**

**___ Other_____**

**___ Check here if this form is submitted to document the cumulative time spent today responding to short phone inquiries or in-person conversations initiated by others. All other situations require prior approval of the supervisor.**

**_____ _____**
**Chief Steward/Steward's Signature Date**

**_____ _____**
**Designated Management Representative Date**

**Actual Hours Charged to Union Leave _____**

**Chief Steward/ Steward's Initials_____**

**Designated Management Rep. Initials_____**

Original: Immediate Supervisor forwards to Payroll
Copy to: Union Representative

City of Columbus
Department of Human Resources
90 West Broad Street, Room 311
Columbus, Ohio 43215

# *Summary of Investigation*

**Notice to:** ☐ **AFSCME 1632** ☐ **AFSCME 2191** ☐ **CMAGE/CWA 4502**

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Employee Name: _____ EE ID#: _____

Job Class: _____

Department: _____

Division: _____

Date Mgmt. Acquired Knowledge: _____ Date Investigation Completed: _____

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Alleged Incident:

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The following action is being taken with regards to this incident:

- ☐ The Appointing Authority intends to end the investigation with no further action.
- ☐ Counseling, which may be oral or written and **is not considered disciplinary action**.
- ☐ Issuance of an Oral Reprimand.
- ☐ Issuance of a Written Reprimand.
- ☐ The Appointing Authority intends to bring disciplinary charges against this employee.

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Management Designee: _____ Title: _____ Date: _____

c: Investigative Package

City of Columbus
Department of Human Resources
90 West Broad Street, Room 311
Columbus, Ohio 43215

# *Disciplinary Reprimand Form*

**Notice to:** ☐ **AFSCME 1632** ☐ **AFSCME 2191** ☐ **CMAGE/CWA 4502**

☐ **Oral Reprimand** ☐ **Written Reprimand**

Employee Name: _____ EE ID#: _____

Job Class: _____

Department: _____

Division: _____

Violation of Central Work Rule #

Violation of Dept./Division Policies (*if applicable*)

On _____ (*date of occurrence*), this employee engaged in conduct which violated the above listed rules and/or policies. The following is a brief explanation of the violation:

_____ _____

Appointing Authority or Designee Date

On this date, _____, I issued and reviewed the contents of this document with the named employee.

_____ _____

Supervisor Signature Date

_____ _____

Employee Signature Date

Distribution:
Original to Human Resources Unit
Copy to Employee

## AFSCME BARGAINING UNIT
## SCHEDULE CHANGE APPROVAL FORM

**16.2(A)(1)** In situations where the City believes that alternate or flexible work schedules, different from those set forth in Section 16.1 above, are needed for operational efficiency and effectiveness, the City will give the Union President and Chief Steward for the Department (where applicable) written notice of the proposed work schedule and a list of those job classification(s)/position assignment(s) affected at least fourteen (14) days in advance of any proposed change(s). If the Union wants to bargain about the proposed change(s), one representative from the City's Labor Relations Section and two representatives from the Department involved shall meet with the Union President, Regional Director or designee and Chief Steward in the affected Department (where applicable), to negotiate the proposed schedule changes as well as the impact of such change(s) on matters such as holidays, sick leave, vacation leave, etc. In the absence of an agreement being reached within the fourteen (14)-day period, the City may, at the end of the fourteen (14)-day period, implement its proposed work schedule.

**16.2(A)(3)** The process set forth in this Section 16.2(A) applies only to changes in work schedules or shifts that are of a permanent nature. "Permanent nature" is defined for purposes of this Section 16.2 to be periods of ninety (90) days or longer. No changes shall be made to work schedules or shifts unless they are of a permanent nature, except as provided elsewhere in this Article 16.

---

_____ _____ _____
Department Division Affected Operating Unit

Proposed Work Schedule ☐ Attached

Job Classes/Positions Involved and No. of Affected Employees ☐ Attached

Justification for Proposed Schedule Change
(Operational Efficiency and Effectiveness) ☐ Attached

Impact on Holidays, Sick, Vacation, Disability, Etc. ☐ Attached

Date of Proposed Change _____

_____ _____
Signature of Originator Date

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Originator to Forward for Approval to:

_____ _____
Division Administrator Date

_____ _____
Signature of Department Representative Phone

_____ _____
Signature of Department Representative Phone

_____ _____
Department Director Date

---

Director to Forward to Labor Relations Manager:

_____

Date Received by Labor Relations Manager: _____
Date Notice Forwarded to AFSCME: _____

# *NOTES*

# *NOTES*

# *NOTES*

# *NOTES*