C M A G E / C W A
LOCAL 4502

COLLECTIVE BARGAINING

AGREEMENT

Between

THE CITY OF COLUMBUS

and

COLUMBUS MUNICIPAL ASSOCIATION
OF
GOVERNMENT EMPLOYEES

COMMUNICATIONS WORKERS OF AMERICA LOCAL 4502

(CMAGE/CWA LOCAL 4502)

August 24, 2008 through April 23, 2011

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PREAMBLE AND PURPOSE

In order to enhance the relationship between the City of Columbus, hereafter referred to as the City, the Columbus Municipal Association of Government Employees/Communications Workers of America Local 4502, hereafter referred to as CMAGE/CWA, and the members of the CMAGE/CWA bargaining unit, the City and CMAGE/CWA have jointly agreed to the following statement of purpose for this Agreement.

It is in the best interests of the City and CMAGE/CWA to jointly:

Work to provide an Agreement that aids in the attraction and retention of qualified individuals within the bargaining unit and within the City government through fair and just compensation, benefits, and working conditions;

Work to ensure that this Agreement is administered in such a way as to foster trust and a positive relationship between the City and CMAGE/CWA Local 4502;

Recognize the separate and unique nature of the work of members of the bargaining unit and to compensate them fairly while providing safe and desirable working conditions;

Recognize the unique and separate mission(s) of the City and foster success in that/those mission(s) through members of the bargaining unit;

Foster respect and professionalism throughout all levels of City government;

To work together to keep Columbus, Ohio the best place to live and work in Ohio and the United States.

ARTICLE 1 - DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

"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.

"Bargaining Unit" - means the group of employees included in the unit as defined in Section 2.1 of this Agreement.

"City" - means the City of Columbus, Ohio and its authorized representatives.

"CMAGE/CWA Local 4502" - refers to the Columbus Municipal Association of Government Employees/Communications Workers of America (CMAGE/CWA Local 4502) and its authorized representatives.

"Compensatory Time" – means time off with pay for authorized overtime worked in lieu of hourly wages, calculated in accordance with Article 15 of this Agreement.

"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.

"Day" - means calendar day unless otherwise specified.

"Demotion" – means a change to a classification which has a lower pay grade.

"De novo" - means trying a matter anew, the same as if it had not been heard before and as if no decision had been previously made.

"Employee" - means only a person included within the bargaining unit as defined in Section 2.1, unless in the context of the language concerned, a different meaning is clearly apparent.

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

"Fair Share Fee Payers" – means any employee who is not a member of the Union.

“Full-time Employee” - means a bargaining unit 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 (1) year and employees who have been employed for more than one year of consecutive full-time limited appointments.

“Grievance” – mean a complaint against the City arising under and during the term of this Agreement by an employee or CMAGE/CWA that there has been a violation, misinterpretation or misapplication of the specific terms of this Agreement, except that any dispute or difference of opinion concerning a matter or issue addressed by the Columbus Civil Service Commission's rules or which could be heard before the Columbus Civil Service Commission, except for disciplinary actions, shall not be considered a grievance under this Agreement.

“Immediate Family” - means spouse, son, daughter, brother, sister, parent, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, and legal guardian or other person who stands in the place of a parent.

“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 15. Overtime applies only to that time authorized to be worked by an Appointing Authority in accordance with the provisions of this Agreement.

“PBI” – means Percentage Base Increase.

“PRI” – means Pay Rate Increase.

“Part-time Employee” - means employees working a schedule less than 40 hours per seven (7) consecutive calendar days, for fifty-two (52) consecutive seven-day periods per annum.

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

“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.

“Re-employment” - 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 Public Employees Retirement System of Ohio (PERS) 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 PERS 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 PERS system, or (c) regardless of age at the time of separation, has at least thirty (30) years of service under the PERS system, or (d) is approved for disability retirement benefits by the PERS.

"Representative" – means a person designated by the President or his/her designee from each department for the purpose of representing bargaining unit members at investigatory interviews to provide advice, provided that this representation is limited to the work location, unless otherwise agreed to between a Department Human Resources representative and the Union President or designee.

"Seniority" - means an employee's uninterrupted length of continuous service within the City, department, division, work unit 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, 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.

"Shift" - means the employee's regularly scheduled hours of work. In areas with multiple shifts or twenty-four 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.

"Total City Service" - means an employee's length of service in the full-time employment of the City in active service or paid status. Non-consecutive periods of City service are included. Time spent in unpaid status does not count towards "total City service."

"Unclassified Employee" – means employees in classifications and positions as defined in the Columbus City Charter Section 148.

"Union" - means the Columbus Municipal Association of Government Employees/Communications Workers of America (CMAGE/CWA Local 4502) and its authorized representatives.

"Unpaid Status" - means time an employee is on paid or unpaid suspension, on leave without pay or is absent without leave. Leave without pay status resulting from either injury received in the line of duty, approved disability coverage (after serving the requisite waiting period), or approved paid leave activities related to City-employee relations shall not be considered to be unpaid status.

Workday - means working time assigned or approved by the Appointing Authority in any twenty-four (24) hour period.

ARTICLE 2 - RECOGNITION AND REPRESENTATION

Section 2.1. Recognition.
The City recognizes CMAGE/CWA as the exclusive collective bargaining representative for the unit consisting of all regular full-time and part-time employees in classifications listed in Attachments A and B of the State Employment Relations Board (SERB) certification of Election Results and of Exclusive Representative dated February 17, 1994 in SERB Case No. 93-REP-07-0139. Excluded from the unit are all other employees, including, but not limited to, all Health Department employees, elected officials, Directors, Deputy Directors, Administrators, Superintendents, Assistant Administrators, Assistant Superintendents, all employees of the Mayor's Office and City Council, and select persons in classifications which deal directly with collective bargaining issues (the specific classifications and select persons so excluded from the unit as of November, 1993 are listed in Attachment C of the SERB Certification dated February 17, 1994 in SERB Case No. 93-REP-07-0139); short-term employees (i.e., those employed on a temporary or seasonal basis); part-time employees not regularly employed for at least twenty (20) hours per week; student interns; all employees represented for purposes of collective bargaining in other bargaining units (IAFF, Local #67; FOP, Capital City Lodge No. 9; FOP/Ohio Labor Council; AFSCME, Local 1632; AFSCME, Local 2191); and any supervisory, managerial, administrative, or confidential positions the same as or similar to those listed in Attachment C of the SERB Certification dated February 17, 1994 in SERB Case No. 93-REP-07-0139.

Section 2.2. Classifications Not Guaranteed.
The classifications or job titles used by the City are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.

Section 2.3. New Classifications and Pay Grade Assignment.

(A) Notification to CMAGE/CWA. The City shall promptly notify CMAGE/CWA of its decision to create any new classifications pertaining to work of a nature performed by employees in the bargaining unit. The City, through the Civil Service Commission (CSC), may create, modify, or merge classifications and place abolished classifications in moratorium. The CSC will provide CMAGE/CWA 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.

(B) Successor Classification Titles. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

(C) Bargaining Unit Determination. If the new classification consists in significant part of the work now being done by any of the classifications covered by this Agreement, or its functions are similar to those of employees in this bargaining unit, and CMAGE/CWA notifies the City of a desire to meet within fourteen (14) calendar days of its receipt of the City's notice, the parties will then meet to review the proposed classification, and if unable to reach agreement as to its inclusion or exclusion from the unit, the City shall be free to implement its decision and CMAGE/CWA shall be free to challenge that decision through the SERB's unit clarification procedure. CMAGE/CWA shall not be bound by such fourteen (14) day limit in any case where the City fails to notify CMAGE/CWA of a new classification as provided in Paragraph (A) of this Section 2.3.

(D) Pay Grade Assignment. If the inclusion of the new classification is agreed to by the parties or found appropriate by SERB, the parties shall then negotiate as to the proper pay grade for the classification. The Department of Human Resources will determine a proposed pay grade 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 8.2, Step 3, of this Agreement, except that the parties shall share the expenses equally. The matter shall be submitted to a mutually agreed upon arbitrator knowledgeable in classification and compensation matters.

(E) Reallocations. In the event the City reallocates a position to a different but existing bargaining unit classification, the procedure set forth in Subsection 2.3(D) above shall apply and be followed with respect to negotiating the appropriate pay grade for the affected job classification to which the position has been reallocated.

Section 2.4. Exempted Classifications.

The parties agree to add to the list of limited exempt classifications in which certain individuals are excluded by name and position number from the bargaining unit (noted in the Agreement by an asterisk) and as listed in Appendix C; those positions that serve as secretaries of Deputy Directors involved in collective bargaining or human resources matters of a confidential nature; and employees in the human resources sections of each department/division who are verifiably involved in collective bargaining the vast majority of their time.

ARTICLE 3 - UNION SECURITY AND RIGHTS

Section 3.1. Payroll Deduction.
The City will deduct from each employee's pay in the second pay period of each month the regular monthly Union dues for each employee in the bargaining unit who has filed with the City a payroll deduction authorization in the form attached hereto as Appendix F. The City will honor all executed payroll deduction authorization forms received not later than fifteen (15) working days (i.e., days the City's administrative offices are open) prior to the next deduction date.

Total deductions collected for each calendar month shall be remitted by the City to the Treasurer of CMAGE/CWA together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The City will also provide to the CMAGE/CWA Treasurer, in spreadsheet format, a copy of the list of deductions for the current month. The spreadsheet copy shall include: name, pay rate, pay grade, department/division, classification, and social security number. CMAGE/CWA agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the City receives a notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions.

Information concerning dues not properly deducted under this Section 3.1 shall be forwarded to the Treasurer of the Union, and this action will discharge the City's only responsibility with regard to such cases; there will be no retroactive deduction of such dues from future earnings. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article 9 (No Strike-No Lockout).

The actual percentage dues to be deducted shall be certified to the City Auditor by the Treasurer of the Union. The Union will give the City a forty-five (45) day notice of any change in the percentage of dues to be deducted.

CMAGE/CWA agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments for monetary damages brought or issued against the City as a result of any action properly taken or not taken by the City under the provisions of this Section 3.1.

Section 3.2. Maintenance of Membership.
Each employee who, on the effective date of this Agreement, is a member of CMAGE/CWA, and employees who become a member after the date, shall maintain membership in the Union provided that such employee may resign from the Union during the thirty (30) day period prior to the expiration of this Agreement or after the stated expiration of this Agreement (without regard to extensions) and prior to the

commencement of a new Agreement by giving written notification 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. Upon resignation from the Union a bargaining unit member shall immediately pay the fair share fee as provided in Section 3.3. The payment of dues and assessment is uniformly required of the membership for the duration of this Agreement.

Section 3.3. Fair Share Fee.

Any present employee who is not a member of the Union and all employees hired or entering the bargaining unit, after the effective date of this Agreement and who have not made application for membership shall, commencing sixty-one (61) days after appointment to a classification in the bargaining unit or the effective date of this Agreement, whichever is later, so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the collective bargaining process and Agreement administration measured by the amount of dues and other financial obligations uniformly required by members of the Union. Such fair share payments shall be deducted by the City from the earnings of such non-member employee(s) once each month, and paid to the Union in accordance with Section 3.1. The Treasurer of the Union shall certify to the City the amount that constitutes said fair share that shall not exceed the dues and financial obligations uniformly required by members of the Union.

The Union agrees to comply with its legal obligations to fair share fee payers. Further, it is agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 3.4. Committee on Political Education (COPE) Checkoff.

The City will deduct voluntary contributions on a monthly basis to the Communications Workers of America's Committee On Political Education (COPE) from the wages of a member upon receipt from the Union of an individual written authorization card voluntarily executed by the member.

The contribution amount will be certified to the City by the Union and shall be in the minimum amount of one dollar ($1.00) per month. Money deducted shall be remitted to the Union no later than ten (10) days following the end of the payperiod in which the deduction is made if so approved by the City Auditor. Payment shall be made to the Treasurer of COPE and transmitted to CWA, 501 Third Street NW, Washington, DC 20001-2797. The payment will be accompanied by an alphabetical list of the names of those members for whom a deduction was made and the amount of the deduction. This list must be separate from the list of members who had union dues deducted and the list of employees who had fair share fees deducted.

A member 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.

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 3.5. Union Communications.
The City recognizes that CMAGE/CWA has a responsibility to communicate with bargaining unit members. To facilitate this purpose, it is agreed that CMAGE/CWA may make reasonable use of e-mail, telephone, inter-office mail and fax machines to communicate with individual members (no mass communications), so long as the use does not unduly interfere with City work. The City will continue to permit CMAGE/CWA to use bulletin board space in appropriate and accessible locations approved by the Appointing Authority and will consider requests for changes or additions to such locations where appropriate. The Union will limit the posting of Union notices to such bulletin boards.

Appropriate items for communications under this section shall be:

(A) Notices of Union elections;

(B) Notices of Union meetings;

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

(D) Notices of Union recreational and social affairs;

(E) Newsletters of the Union (newsletters may be distributed at a central location for different sections, from a CMAGE/CWA member at their work site);

(F) Matters of Agreement interpretation;

(G) Matters of Agreement enforcement; and

(H) Such other notices as may be approved by the Appointing Authority or the Director of Human Resources or designee.

Items specifically prohibited from this process include those that are derogatory, inflammatory, or disrespectful of individuals or organizations.

Items that are neither specifically permitted nor specifically prohibited may be submitted to the Appointing Authority or designee for prior approval.

Citywide items or items not approved by the Appointing Authority may be submitted to the Director of Human Resources or designee for review. Problems arising under this Section shall be discussed between the Director of Human Resources or designee and the Union.

ARTICLE 4 - UNION REPRESENTATIVES

Section 4.1. President's Authority.
The President of CMAGE/CWA may appoint one (1) primary representative per department as listed below for the purpose of representing bargaining unit members at investigatory interviews to provide advice, provided that the representation is limited to the work location, unless otherwise agreed to between a Department Human Resources representative and the Union President or designee. All other representation will be scheduled through the President or Vice President, when acting in the place of the President. This will not preclude the ability of a representative to be contacted by a bargaining unit member for information or for a representative to contact management in order to attempt to resolve issues.

The President may also appoint one (1) alternate to the primary representative whose duties will be as outlined above. The alternate may replace the primary representative when the primary is on leave for five (5) or more workdays, unless otherwise agreed to between a Department Human Resources representative and the Union President or designee.

Section 4.2. Representatives Authority.
These representatives will not have the authority to deliver or file a grievance. Only the President or Vice President may actually file, deliver, or process a grievance or represent bargaining unit member(s) at a grievance or disciplinary hearing. In their absence the President or Vice President may specifically designate another elected Union official to attend meetings when requested by the City. Ordinarily the President or Vice President will represent bargaining unit members at disciplinary or grievance hearings, except both may attend, subject to the approval of the Director of Human Resources or designee, after CMAGE/CWA offers reasons for having both present at such hearings. The performance of these duties shall not interfere with the normal work responsibilities of the representative, other than the President and Vice President.

Section 4.3. List of Designated Representatives.
CMAGE/CWA will provide to the City a list of designated representatives by Department. The Departments for which representatives will be provided include:

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 Department of Technology
1 from the Department of Finance and Management
1 representative for City Auditor, City Attorney and Civil Service Commission.

Section 4.4. Release Time for President and Vice President.
The President of CMAGE/CWA, upon election to the post and as long as he\she continues in that post, will be permitted to devote his/her full time during the workweek to Union matters while continuing in his/her City job classification. The Union President's entitlement to his/her hourly wage, fringe benefits and service accrual will continue as though he/she was performing their normal job-related duties. The President of CMAGE/CWA will not, however, be eligible to receive overtime, holiday-worked pay, or merit pay as provided in Section 17.1(G). The President shall not use such time to recruit or enroll members. There will be a two (2)-week transition period between the former President and the newly elected President during an election process.

The Vice-President of CMAGE/CWA, upon election to his/her post and as long as he/she continues in that post, will be permitted to devote his/her full time during the workweek to Union matters while continuing in his/her City job classification. The Union Vice-President's entitlement to his/her hourly wage, fringe benefits and service accrual will continue as though he/she was performing their normal job-related duties. The Vice-President of CMAGE/CWA will not, however, be eligible to receive overtime, holiday-worked pay, or merit pay as provided in Section 17.1(G). The Vice-President shall not use such time to recruit or enroll members.

The President and Vice-President shall account for all usage of accrued leave (sick leave, vacation leave, Personal Business Day and Birthday Holiday) by submitting a Request for Leave form to the individual designated by his/her Appointing Authority.

Any questions regarding the application of this article will be discussed between the President of CMAGE/CWA and the Director of Human Resources or their designees.

Section 4.5. Access to Work.
The President or Vice-President of the Union and representatives of CWA District 4 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 Agreement. 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 4.6. Release Time for Union Business.
Union business leave with pay shall be granted for persons from Local 4502 to attend to Union business. Such leave shall not exceed six hundred (600) 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 as soon as practicable using the Request for Leave for Union Business Form (see Appendix F). 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. The Union will reimburse to the City an employee’s hourly wage for any Union business leave in excess of the paid six hundred (600) noted herein.

Section 4.7. Release Time for Union Bargaining Team.
Prior to the first session of negotiations, the Director of Human Resources or designee will meet with the President and Vice President to determine the size and composition of the Union's negotiating 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 4.8. Representative Training.
The City will allow two (2) days of training annually for the representatives (including alternate representatives) enumerated in this Article without loss of pay.

ARTICLE 5 - RESERVATION OF RIGHTS

Section 5.1. Employee Rights.
It is agreed that a number of terms and conditions of employment for employees in the bargaining unit are not specified in this Agreement, including, but not limited to, seniority, discipline and discharge (except for Article 7 which addresses disciplinary procedures), layoff, recall, bumping, promotions, demotions, and job transfers. Therefore, except as may be specified elsewhere in this Agreement, as for any and all terms and conditions of employment not specified in this Agreement, no employee in the bargaining unit waives any individual right under City Charter; City Code; City rule or regulation; and state or federal statute, constitutional principle, or common law. To the contrary, it is specifically recognized that such individual employee rights remain unaffected by this Agreement, and that such individual employee rights are enforceable through normal Civil Service, regulatory, and/or judicial processes. Nothing in this Section 5.1 shall be construed to limit in any way the authority of the City to enact, modify or repeal any City Charter or City Codes provision, ordinance, resolution, rule, regulation, policy or procedure.

Section 5.2. Management Rights.
Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all respects and to manage and direct its employees to unilaterally make and implement decisions with respect to the operation and management of the City in all respects, including, but not limited to, all rights and authority possessed or exercised by the City prior to the City's recognition of CMAGE/CWA as the collective bargaining representative for the employees covered by this Agreement. The authority and powers of the City as prescribed by the City Charter and City Codes, Statutes and Constitution of the State of Ohio and the United States shall continue unaffected by this Agreement, except as expressly limited by the express provisions of this Agreement. These City rights as prescribed by the City Charter, City Codes and the Statutes and Constitutions of the State of Ohio and the United States shall include, but are not limited to, the following:

To determine any and all terms and conditions of employment not specifically set forth in this Agreement, to plan, direct, control and determine all the operations and services of the City; to determine the City's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of City affairs; to establish the qualifications for employment and to employ employees; to determine the hours of work and to schedule and assign work; to assign or to transfer employees within the City; to establish work and productivity standards and, from time-to-time, to change those standards; to assign overtime; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees; to change, relocate, modify or eliminate existing programs, services, methods, equipment or facilities; to determine whether services or goods are to be provided or produced by employees covered by this Agreement, or by other employees or non-employees not covered by this Agreement; to hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote and transfer all such employees; to determine the duties, responsibilities, and assignment of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the City and the adoption of policies, rules, and regulations in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit regarding the City's obligations or rights under this Agreement, shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

Section 5.3. Central Work Rules and Personnel Policies.

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 Agreement. 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 5.4. Notification.

Prior to the adoption, modification or deletion of any work rule or policy affecting CMAGE/CWA employees, the City shall submit the work rule or policy to CMAGE/CWA with fifteen (15) days notice for comment and input. The Union may request additional time for comment and input. Such request will not be unreasonably denied. In an emergency situation, the Union will be given immediate notice of any affected changes; otherwise, new or revised rules or policies shall be communicated to affected bargaining unit members at least seven (7) days prior to the effective date.

ARTICLE 6 - JOINT LABOR-MANAGEMENT COMMITTEES

Section 6.1. Health and Safety Committee.
The City-wide Safety Manager shall meet with the CMAGE/CWA President or designee to discuss safety issues related to the bargaining unit as needed. The City-wide Safety Manager and President or designee can invite additional representatives to the meeting as mutually agreed.

Section 6.2. Insurance Committee.
The parties agree that the Union will send representatives and participate in the Joint Labor-Management Insurance Committee currently in place by agreement between the City and AFSCME, Ohio Council 8. This joint insurance committee will provide a forum to discuss concerns regarding insurance benefits. The committee will meet at least quarterly.

Union membership shall be in proportion to the size of the bargaining unit. The number of City representatives on the committee shall never exceed the total number of Union representatives.

Section 6.3. Professional Development Committee.
The parties will continue a joint committee consisting of an equal number of City and CMAGE/CWA representatives to discuss and make recommendations to improve professional development procedures for CMAGE/CWA members. The committee may consider seminar attendance, professional memberships, career paths and other related topics as agreed upon by the Committee. The recommendations of the Committee will be presented to the Director of Human Resources or designee and the various Appointing Authorities for consideration and possible implementation.

Section 6.4. Incentive Pay Committee.
A joint committee consisting of an equal number of CMAGE/CWA and City representatives will continue to review the current merit pay system and to provide recommendations for an incentive pay program.

Section 6.5. Joint Labor-Management Committee.
The parties agree that they will continue the Joint Labor-Management Committee to discuss matters of mutual interest relating to the employees covered by this Agreement. The Committee shall meet quarterly or as mutually agreed by the co-chairs. The President of CMAGE/CWA or designee and the Director of Human Resources or designee shall serve as co-chairs.

ARTICLE 7 - DISCIPLINE

Section 7.1. Investigation.

(A) When an Appointing Authority or designee acquires knowledge that 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 the 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. The Union President or designee will be contacted by a Department/Division representative to schedule a mutual time for the investigatory interview. If the employee declines Union representation, a waiver form (See Appendix F) shall be signed by the employee and provided to the Union by the employee. Failure to provide a signed waiver to the Union shall not result in dismissal of any disciplinary charges against the employee. 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.

(C) The investigation must be concluded within a reasonable length of time, not to exceed thirty (30) days, from the date the Appointing Authority acquires knowledge that may lead to disciplinary action except for those situations set forth in Section 7.8.

Section 7.2. 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.

Section 7.3. 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 made available to the CMAGE/CWA President. 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 Agreement.

(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.

(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.

(E) The City shall provide, upon the Union's request, access to the department/division's evidence that is available at the time of the Union's request.

Section 7.4. 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. When an Appointing Authority determines that an unclassified employee shall be terminated no hearing will be conducted.

(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 CMAGE/CWA President, within twenty (20) days of the hearing.

(D) For purposes of Article 7, 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. Progressive discipline shall be governed by the seven (7) tests of just cause as recorded in the Enterprise Wire case. When an Appointing Authority determines that an unclassified employee shall be terminated, the just cause standard shall not apply to such termination.

(E) The City and the Union shall each be granted one (1) continuance of the scheduled disciplinary hearing. Additional continuances may be granted by mutual consent between the Director of Human Resources or designee and the Union President or 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 7.5. 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. It is not the purpose of the Step 2 grievance meeting in discipline cases to conduct a *de novo* 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 7.4.

Section 7.6. Leave Forfeiture In Lieu of Suspension.

(A) 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.

(B) Leave Forfeiture. 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. If the employee agrees to forfeit such accrued leave the forfeiture shall be one (1) hour of accrued leave for each one (1) hour of the proposed suspension. The type of leave (vacation or compensatory time) shall be the employee's choice. The 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 7.7. 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, unless there has been further discipline during that time period. Any other form of disciplinary action may be considered in connection with subsequent disciplinary action for a period of three (3) years, unless there has been further discipline during that time period. City and Union representatives may agree to a shorter period of time as referenced herein by settlement of the parties. After the expiration of the periods specified above, such disciplinary action shall not be used as a basis for any further disciplinary action.

Section 7.8. 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 delivery of the results of hearing shall automatically be tolled. The parties may agree to extend any of the time lines in Article 7. All extensions of time lines must be reduced to writing and mutually agreed to between the parties.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1. Definition.

A grievance shall mean a complaint against the City arising under and during the term of this Agreement by an employee or CMAGE/CWA that there has been a violation, misinterpretation or misapplication of the specific terms of this Agreement, except that any dispute or difference of opinion concerning a matter or issue addressed by the Columbus Civil Service Commission's rules or which could be heard before the Columbus Civil Service Commission, except for disciplinary actions, shall not be considered a grievance under this Agreement.

Discipline involving suspensions, demotions and terminations pursuant to Article 7 of this Agreement may only be grieved according to this Article. Grievances regarding written reprimands may be filed at Step 1 and advanced to Step 2, but may not be referred to arbitration. The right of any bargaining unit employee to file an appeal from disciplinary action with the Civil Service Commission under Section 149-1 of the Columbus City Charter and/or the Civil Service Rules is specifically waived by this Agreement. Termination of probationary or unclassified employees shall not be grieved.

Section 8.2. Procedure.

The parties are encouraged to resolve through informal discussions any grievances as defined herein. When specifically requested by the employee, a CMAGE/CWA representative may accompany the employee to assist in the informal resolution of the grievance. Such informal discussions are not to be construed as a part of the grievance procedure.

If such informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, the grievance shall be processed according to the following procedure.

First Step:

(1) If the employee or CMAGE/CWA is unable to resolve a grievance informally, a written statement of the grievance shall be prepared, signed by the Grievant and delivered to the aggrieved employee's Appointing Authority or designee within fourteen (14) days after the first event giving rise to the grievance or within fourteen (14) days after the employee or CMAGE/CWA, through the use of reasonable diligence, could have obtained knowledge of the first event giving rise to the grievance. An employee grievant shall deliver a copy of the written grievance to the

CMAGE/CWA President. Grievants shall make every effort to specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested.

(2) After the written grievance is submitted, the Appointing Authority or designee shall meet with the grievant within ten (10) days after receipt of the grievance. A CMAGE/CWA representative will be allowed to attend the First Step hearing. By mutual agreement of the Department representative and the Union, two CMAGE/CWA representatives may be allowed to attend the First Step hearing. The Appointing Authority or designee shall give a written answer to the President of the Union within ten (10) days after the hearing.

Second Step:

If the grievance is not satisfactorily resolved at the First Step, the grievant and/or the Union may submit the grievance in writing to the Director of Human Resources or designee, within ten (10) days after receipt of the City's First Step answer, or within ten (10) days of when the First Step answer was due, whichever occurs first.

Hearings for Non-Disciplinary Grievances

The Director of Human Resources or designee shall meet with the grievant and the Union President or the Vice-President, and/or a representative of CWA within ten (10) days after receipt of the grievance. The Director of Human Resources or designee, after consultation with the grievant's Appointing Authority or designee, shall give a written answer to the President of the Union within ten (10) days after the hearing.

Meetings for Disciplinary Grievances

The Director of Human Resources or designee and appropriate representatives of the grievant’s department shall hold a meeting with the employee and the Union President or the Vice-President, and/or a representative of CWA 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 7.4. The review of disciplinary cases at Step 2 shall be a meeting to review the case, not a hearing. Only evidence and/or information that was not available at the time of the disciplinary hearing will be independently reviewed. The Director of Human Resources or designee, after consultation with the grievant’s Appointing Authority, shall give a written answer to the President of the Union within ten (10) days after the meeting.

Third Step:

(1) If CMAGE/CWA is not satisfied with the resolution at the Second Step, CMAGE/CWA may, through its President or his/her designee, refer the grievance to arbitration by written notice to the Director of Human Resources or designee within thirty (30) days after the decision is provided at the Second Step, or within thirty (30) days of when the answer in the Second Step was due, whichever occurs first.

(2) A permanent panel of seven (7) arbitrators will be selected by the parties. An arbitrator shall be selected from the panel to hear grievances through random drawing. Once selected, the arbitrator's name will no longer be available for selection until all remaining arbitrators on the panel have been selected. After all arbitrators on the panel have been selected once, the above process regarding random drawing will be repeated. The parties may mutually agree to remove an arbitrator from the panel after he/she has issued at least one (1) decision. This process shall be coordinated by the Union with the City at each step. Except in extraordinary circumstances, the arbitration hearing shall be conducted within sixty (60) days of the CMAGE/CWA notice to arbitrate. A request for an extension of time beyond sixty (60) days by either party shall not be unreasonably denied.

(3) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of CMAGE/CWA and City representatives. If the selected arbitrator is unable to schedule the hearing within thirty (30) days and refuses/cancels twice for the same hearing, the parties may select another arbitrator.

(4) The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(5) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(6) The fees and expenses of the arbitrator shall be borne by the losing party of such arbitration. The arbitrator shall identify the losing party in his/her written decision. The parties will share other expenses only if agreed upon in advance of the hearing, unless the arbitrator requests a written transcript, in which case the court reporter fees and the cost of the arbitrator's copy of the transcript shall be shared equally. If only one party requests a transcript, it shall pay for the entire cost of the transcript, and such transcript shall be the official record, which shall be unavailable to the other party unless it pays for one-half of the cost of the transcript.

(7) The City and/or the Union shall supply adequate hearing room facilities for the arbitration hearing and shall excuse CMAGE/CWA representatives

and witnesses from work with pay for purposes of participation at the hearing. Each party shall be responsible for otherwise compensating its own representatives and witnesses, and for any other expenses incurred by that party.

Section 8.3. Limitation on Authority of Arbitrator.
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 Agreement based on the specific issue(s) submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue(s) is/are agreed to by CMAGE/CWA and the City, the arbitrator shall be empowered to determine and decide the issue(s) raised by the grievance as submitted in writing at the First Step. 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 has 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 Agreement, will be accepted as final by the City, CMAGE/CWA and the employee(s), and all parties will abide by the decision.

Section 8.4. Mediation.
Prior to arbitration, the City and the Union may discuss any grievance pending arbitration for possible resolution. Upon joint agreement, the City and the Union may agree to submit any grievance for mediation. The Union shall be responsible for contacting a mediator and arranging a mutually agreeable date for a mediation meeting.

Section 8.5. Time Limits.
No grievance shall be entertained or processed unless it is submitted within fourteen (14) days after the first event giving rise to the grievance or within fourteen (14) days after the employee or CMAGE/CWA, through the use of reasonable diligence, could have obtained knowledge of the first event giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or an agreed written extension thereof, it shall be considered settled on the basis of the First Step Answer. Failure at any step of this procedure to hold a meeting or communicate a decision in 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. The parties may, by mutual agreement, extend in writing any of the time limits set forth in this Article.

Section 8.6. Release Time for Grievance Meetings.
A grievant and CMAGE/CWA representatives, when applicable, shall be given paid time off to participate in informal discussions, First, Second, and Third Steps of the grievance procedure as provided in Section 8.2, if the hearings are held at the request or consent of the City during the employee's working time. No other time spent on grievance matters shall be considered time worked for compensation purposes. The grievant shall use vacation, compensatory time, or unpaid leave for work time used for any other

activities related to the investigation of, preparation for, or processing of a grievance, provided the employee's Appointing Authority or designee determines that time spent on such activities will not interfere with normal work activity.

ARTICLE 9 - NO STRIKE-NO LOCKOUT

Section 9.1. No Strike.
During the term of this Agreement, neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, mass resignations, or any other intentional interruption or disruption of the operations of the City at any location, regardless of the reason for so doing.

Each employee who holds a position of officer of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Section 9.1. Accordingly, the Union agrees to notify all Union officers and representatives of their obligations and responsibility for maintaining compliance with this Article, including their responsibility to abide by the provisions of this Article by remaining at work during any interruption as outlined above. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to work by all means available under its Constitution, Bylaws, or otherwise.

Section 9.2. No Lockout.
The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance with this Article, unless the City cannot efficiently operate in whole or in part due to a breach of Section 9.1.

Section 9.3. Penalty.
The only matter which may be made the subject of any proceeding concerning disciplinary action imposed for an alleged violation of Section 9.1 is whether the employee actually engaged in such prohibited conduct. 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 9.4. Judicial Relief.
Nothing contained herein shall preclude the City from obtaining a temporary restraining order, damages and other judicial relief in the event CMAGE/CWA or any employees covered by this Agreement violate this Article.

ARTICLE 10 – PERSONAL BUSINESS DAY

Each full-time bargaining unit member shall receive two (2) eight (8) hour Personal Business Days per vacation year to conduct personal business that cannot be conducted outside of the regular workday. The 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 days shall have no cash-out value. A Personal Business Day can be used the day before or the day after a holiday. The use of a Personal Business Day is subject to the usual operational need requirement. Effective with the 2010 vacation year, part-time members shall receive one (1) four (4) hour Personal Business Day subject to the provisions herein.

ARTICLE 11 – VACATION

Section 11.1. Vacation Year.
The vacation year for full-time non-seasonal employees shall end at the close of business on the last day of the first pay period that begins in the month of January.

Section 11.2. Vacation Accruals.

(A) Each full-time non-seasonal employee working a forty (40) hour workweek shall earn vacation in accordance with the following schedule:

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

In addition to the earned vacation accruals, effective no later than two (2) full pay periods after acceptance of this Agreement by City Council, a one-time deposit of twenty-four (24) hours shall be added into the vacation bank of each bargaining unit member employed on the date of City Council acceptance of this Agreement. These hours are subject to all other provisions of Article 11.

(B) 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 pay period that begins in the month of January:

Years of Service	**Maximum Vacation Balance**	
Less than 3 years	160 hours (20 days)	184 hours (23 days)*
3 years but less than 6 years	256 hours (32 days)	280 hours (35 days)*
6 years but less than 13 years	368 hours (46 days)	392 hours (49 days)*
13 years but less than 20 years	416 hours (52 days)	440 hours (55 days)*
20 years but less than 25 years	448 hours (56 days)	472 hours (59 days)*
25 or more years	480 hours (60 days)	504 hours (63 days)*

*The Maximum Vacation Balance shall temporarily be increased to accommodate the twenty-four (24) hour deposit for those bargaining unit members employed as of the effective date of acceptance of this Agreement by City Council. Therefore, affected bargaining unit members may utilize the twenty-four (24) hour deposit on or before January 22, 2011.

(C) At the end of the vacation year, employees may be paid for vacation balances in excess of the maximums fixed by this Section 11.2 at the sole discretion of the Appointing Authority and upon certification by the Appointing Authority to the City Auditor, that due to exigent work requirements it is not in the best interest of the City to permit the employee to take vacation leave which would otherwise be forfeited as provided in this Section 11.2. The Appointing Authority must receive the approval of the Mayor's Chief of Staff or designee, based upon guidelines prepared by the Departments of Human Resources and Finance and Management. The amount of vacation time paid shall not exceed forty (40) hours in a given year, and ordinarily will not be considered unless the employee has made an effort to take vacation time at points in the year when the work load of the Department or Division can best afford for the employee to be absent from work.

(D) 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.

For employees who have not previously retired from City of Columbus employment, requests for recognition of periods of full-time service with the City of Columbus 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 City of Columbus, 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.

(E) Any periods of interruption of service (including but not limited to resignation, layoff, or discharge for cause) as well as any periods of time in unpaid status of more than eight (8) hours (except for military leave without pay) will not be included in the computation of City service for the purpose of this Section 11.2.

(F) The provisions of this paragraph shall be in lieu of any prospective or retrospective application of Section 9.44 of the Ohio Revised Code. For all purposes herein, the parties agree that Section 9.44 of the Ohio Revised Code does not apply to this Agreement or to any employees in the bargaining unit.

Section 11.3. Eligibility.

No vacation credit shall be allowed for any 80-hour pay period in which a full-time employee does not receive compensation for at least forty (40) "hours of work"; the term "hours of work" for this purpose means actual work time plus paid holidays, vacations, sick leave, injury leave, military leave as provided in Section 14.1, CMAGE/CWA release time as provided in Section 4.6, jury duty and compensatory time off (no other paid or unpaid absences from duty shall be counted as "hours of work").

Section 11.4. Approval by Appointing Authority.

All vacation leaves shall be taken at such time as may be approved by the Appointing Authority or designee. Vacation leave may be taken in increments as small as one-tenth (1/10th) of an hour with the approval of the Appointing Authority. Any employee having unused vacation leave prior to the effective date of this Agreement shall be credited with such unused vacation leave for the purpose of this Agreement within the maximum limits indicated in Section 11.2.

For annual vacation requests, if two (2) or more employees in the same classification in a section or reporting location request the same period of time during the vacation scheduling period for that section or reporting location, if any, classification seniority will determine preference. All other vacation requests will be considered on a first-come/first-serve basis.

Section 11.5. Payment upon Separation from City Service.
An employee with vacation accrual who is about to be separated from City service through resignation, discharge, retirement, or layoff and who has unused vacation leave to his/her credit, shall be paid at the employee's hourly rate of pay at the time of separation in a lump sum or, at the employee's option, subject to approval by the Auditor's Office, the employee may elect in writing (at a time specified by the Auditor's Office for processing terminal leave pay) to receive three (3) equal installments - one-third (1/3) at the time of separation, one-third (1/3) one year later, and the final one-third (1/3) two years after separation (less applicable withholding) for each hour of unused vacation leave, less any amounts owed by the employee to the City, provided, however, that such payment shall not exceed the maximum number of vacation hours outlined in Section 11.2.

However, an employee who is involved in a layoff or certification termination and who has unused vacation leave to his/her credit at the time the layoff is effective, may choose, in lieu of a lump sum cash payment for such unused vacation credit, to leave such vacation credit on account to be restored to his/her credit upon reemployment, provided such reemployment occurs within thirty-five (35) calendar days. If the reemployment does not occur within thirty-five (35) calendar days, then any unused vacation leave left on account will be paid in lump sum to the employee, as provided for in this Section 11.5.

Section 11.6. Payment upon Death.
When an employee dies, any and all accrued, unused vacation leave to his/her credit shall be paid to the surviving spouse. In the event that the employee has no surviving spouse, said unused vacation leave shall be paid to the employee's estate. Such payment shall be paid at the employee's hourly rate of pay at time of death in a lump sum (less applicable withholding), less any amounts owed by the employee to the City.

ARTICLE 12 – HOLIDAYS

Section 12.1. Holidays Observed.
The legal holidays observed by the City and for which full-time non-seasonal employees are to be compensated shall be as follows:

(1) New Year's Day, January 1
(2) Martin Luther King's Birthday, the third Monday in January
(3) President's Day, the third Monday in February
(4) Memorial Day, the last Monday in May.
(5) Independence Day, July 4
(6) Labor Day, the first Monday in September
(7) Columbus Day, the second Monday in October
(8) Thanksgiving Day, the fourth Thursday in November
(9) Christmas Day, December 25

(10) Any other holidays proclaimed by the Mayor

(11) 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 will allow the employee to take his/her birthday holiday within a year (365 days) from when the employee's birthday occurs, upon appropriate request by the employee, with approval of the Appointing Authority or designee. If the employee's birthday falls on February 29, the holiday for the purpose of this Section shall be considered as February 28 unless otherwise authorized by the Appointing Authority.

Section 12.2. Eligibility and Pay.

(A) When a holiday falls on the first day of an employee's regularly scheduled days off, it shall be celebrated on the previous workday and when a holiday falls on the second day of an employee's regularly scheduled day off, it shall be celebrated on the following workday, except that at the time of a shift change which necessitates more than a two-day weekend, a holiday which falls on either of 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.

(B) For each holiday observed (including the employee's birthday), a full-time non-seasonal employee shall be excused from work for eight (8) hours on such day at the discretion of the Appointing Authority or designee. If a full-time non-seasonal employee is working a flexible or alternative work schedule (i.e., anything other than eight (8) hours per day), his/her work schedule for the week shall be adjusted so that the time off on the holiday is equal to eight (8) hours. If one of the holidays mentioned in Section 12.1 occurs while an employee is on vacation leave, such day shall not be charged against vacation leave. Part-time and seasonal employees will only be compensated for time actually worked on holidays.

(C) When a full-time non-seasonal overtime (D-level) eligible employee works on a day celebrated as a holiday (in accordance with Section 12.2(A) above), other than the employee's birthday, he/she shall be paid eight (8) hours at straight-time rates as holiday pay. An eligible employee who works on a holiday shall be paid at a rate of time and one-half (1½) for all hours actually worked on the employee’s regularly scheduled shift, which is considered premium pay.

For purposes of determining overtime eligibility, holiday pay as provided above shall count towards the forty (40) hour workweek. The hours worked on the holiday during the regularly scheduled shift do not count toward the forty (40) hour workweek. Any hours worked beyond the employee’s regularly scheduled shift on a holiday shall be counted toward the forty (40) hour workweek, if any.

(D) To be eligible for holiday pay an employee must have worked the full workday before and the full workday after the holiday, in addition to the full holiday when scheduled as part of the employee's normal work schedule, unless the employee was on an approved vacation leave, personal business day, jury duty, military leave as defined in Section 14.1 or compensatory time off, or unless otherwise approved by the Appointing Authority or designee with appropriate emergency medical documentation. The "workday before" refers to the employee's last regularly scheduled workday before the day on which the holiday is celebrated. The "workday after" refers to the first regularly scheduled workday following the day on which the holiday is celebrated. If an employee takes sick leave for all or part of either the work day before or the work day after a holiday, his/her absence from work on the holiday shall be presumed to be due to illness or other circumstance qualifying as sick leave under Section 13.2, and will, therefore, be paid for the holiday from his/her sick leave bank instead of holiday pay. If the sick leave is used as part of a disability waiting period the employee will receive holiday pay. If the sick leave is used for an extended illness as defined in Article 1, and the employee provides physician verification of the illness, the employee will receive holiday pay. If a D-level employee has no sick leave available under these circumstances, he/she shall be in unpaid status for the holiday.

(E) For the purposes of administering the provisions of this Article 12, holiday time shall apply to the shift beginning on the day that is celebrated as a holiday.

ARTICLE 13 - SICK LEAVE

Section 13.1. Computation of Sick Leave Bank for Full-Time Employees.

(A) Sick leave banks for full-time employees shall consist of current annual entitlements under the terms and conditions of this Agreement, plus any hours carried over from previous years, transfers from other political subdivisions and hours carried over from other City employment outside the CMAGE/CWA bargaining unit under the terms of this Agreement, less any appropriate reductions or deductions as outlined below. For purposes of carrying sick leave from year to year, the sick leave bank may be no more than four hundred (400) hours, less the annual sick leave entitlement.

(B) On the first pay period of each calendar year, each full-time employee employed on that date shall receive seventy-two (72) hours of sick leave with pay for the remainder of that calendar year.

(C) Each full-time employee hired on or after the first pay period of each year shall, on the date of hire receive his/her sick leave with pay for the

remainder of that calendar year computed, as follows: six (6.0) hours for each calendar month in the calendar year of hire, commencing with the month following the month in which the employee was hired.

(D) If an employee is in unpaid status for forty (40) hours or more in a calendar month, six (6.0) hours shall be deducted from the employee's paid sick leave entitlement. For purposes of this Article, hours in unpaid status do not include military leave without pay or unpaid FMLA hours. No other unpaid absences shall be counted as hours of work.

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 paragraph, except if the employee is laid off as provided in this Contract.

(E) If an employee changes from full-time non-seasonal status to part-time or seasonal status during a calendar year in which he/she was eligible for sick leave, six (6.0) hours shall be deducted from his/her paid sick leave account for each full calendar month in which the employee is in part-time or seasonal status.

(F) Employees entering the CMAGE/CWA bargaining unit from any other City employment may carry over up to four hundred (400) hours of their sick leave entitlement, which will become part of the employee's sick leave bank. Any hours in excess of four hundred (400) hours will be forfeited without compensation. Employees entering the bargaining unit will not be subject to sick leave conversion as was provided in previous Agreements between the Union and the City.

(G) Employees who entered the CMAGE/CWA bargaining unit prior to the effective date of this Agreement, who were subject to sick leave conversion under the terms of the prior CMAGE/CWA Agreement, may elect to continue to receive payment on their remaining balance, or to add the remaining hours to their sick leave bank. If the employee elects to add the hours to his/her sick leave bank, those sick leave banks may not exceed four hundred (400) hours. Any hours in excess of four hundred (400) hours shall be paid at the employee's straight-time regular hourly rate at the time of payment. Employees must make that election on or before February 1, 2006.

(H) Employees entering the CMAGE/CWA bargaining unit from outside the City, who have accrued sick leave from another political subdivision of the State of Ohio may transfer that sick leave upon their employment by the City. Any hours transferred from another political subdivision of the State of Ohio, after March 31, 1987, shall not be subject to payment upon termination or separation from the City for whatever reason. Such hours will not count toward the sick leave bank with the City.

(I) Under no circumstances will an employee's CMAGE/CWA Sick Leave Bank be allowed to accumulate over four hundred (400) hours of sick leave. If an employee has more than four hundred (400) hours of sick leave, following any payment of sick leave reciprocity, those hours will be paid at the employee's regular straight-time hourly rate at the time of payment. No interest shall be paid by the City on this account.

Section 13.2. Eligible Uses of Sick Leave with Pay; Procedures.

(A) Sick leave with pay will be at an employee's regular straight-time hourly rate and shall be allowed to full-time employees in one-tenth (1/10th) of an hour increments for the following purposes:

(1) Illness of, or injury to, the employee, whether at 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, stepchild, and upon prior approval of the Appointing Authority, a family member who is dependent upon the employee for his/her health and well being.

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

(5) Death in the employee's immediate family, as that term is defined in Article 1, Definitions, of this Agreement.

(6) Maternity, paternity and adoption leave.

(B) Any leave which is granted under this Section for reasons permissible under an FMLA leave as provided in Section 14.9 shall be charged as an FMLA leave and shall be subject to the twelve-week per year limitation for the length of an FMLA leave.

(C) To the extent that it is possible to do so, employees shall submit sick leave requests in advance for medical appointments and scheduled treatments. Employees calling off sick shall complete and submit sick leave requests to their supervisors promptly upon their return to work.

(D) In cases of extended illness (defined as three (3) or more consecutive work days) or frequent intermittent use of sick leave 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.

(E) Such evidence documenting the reasons for an employee's absence (both for illness of the employee, or his/her immediate family) is defined as a certificate acceptable to the Appointing Authority or designee stating date(s) of treatment and the diagnosis, prognosis and expected return to work date from a licensed physician or other appropriate medical professional; provided, however, that falsification of either a written signed statement of the employee or a physician's certificate shall be grounds for disciplinary action, including dismissal, as well as grounds for denial of sick leave.

(F) Any sick leave that is determined, after investigation, as improperly used by the employee shall be repaid to the City.

(G) If the Appointing Authority or designee has reason to question the ability of an employee to return to work, the Appointing Authority or designee may also require a certification that the employee is able to return to duty at the conclusion of a sick leave. If that certification from the employee's treating physician is not forthcoming or satisfactory, the Appointing Authority or designee may require the employee to be examined by a licensed physician or other appropriate medical professional identified by the Appointing Authority or designee. Failure to submit to the examination shall constitute grounds for disciplinary action as well as grounds for denial of sick leave.

Section 13.3. Advances on Sick Leave by City Council.

Except as provided by discretionary action of the City Council, sick leave cannot be taken before it is credited to an employee's sick leave account. In appropriate circumstances and within the discretion of City Council, employees may receive sick leave in advance upon passage of an ordinance by City Council authorizing such an advance. Any employee who has been advanced additional sick leave time by action of City Council must agree as a condition of the advance to have amounts deducted from his/her sick leave account, during the first pay period of each year, not to exceed seventy-two (72) hours, until the advance is repaid. Under no circumstances shall an employee's annual sick leave entitlement be reduced by more hours than the aggregate yearly amount as set forth in the ordinance authorizing said advancement. Except as herein written, all provisions of the original ordinance advancing sick leave shall remain in effect.

Section 13.4. Annual Sick Leave Reciprocity Payment.

(A) During November of each year, each employee shall elect one of the following:

(1) To be paid, at his/her regular straight-time hourly rate in effect at that time, for any unused sick leave hours awarded during the preceding calendar year, up to a maximum of seventy-two (72) hours, on a one-for-one basis; or

(2) To carry over all unused sick leave hours to the next year as part of the employee's sick leave bank; or

(3) To split on a 50/50 basis (rounded to the nearest 1/10 of an hour) the remaining annual entitlement with one-half (1/2) going to the employee's CMAGE/CWA sick leave bank and one-half (1/2) being paid out in sick leave reciprocity.

(B) Any hours of sick leave taken during the payroll year shall be deducted from the maximum amount of annual sick leave reciprocity (i.e., 72 hours) prior to calculating the annual sick leave reciprocity payment.

(C) 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.

(D) Employees who fail to sign the payroll register making an election to carry over, receive payment, or split their sick leave as outlined above shall maintain the same option as they elected the prior year.

(E) Employees cannot carry over their sick leave if by doing so they will exceed a total of four hundred (400) hours in their sick leave bank. Any hours in excess of four hundred (400) hours will be paid at the employee's straight-time hourly rate in effect at the time of payment.

Section 13.5. Disposition of Sick Leave Balances upon Separation from City Employment.

(A) Annual Sick Leave Entitlement. When an employee separates from City service through resignation, retirement or layoff on or before December 31, the employee shall receive payment for his/her annual sick leave entitlement as defined in Section 13.1 as follows:

(1) The annual sick leave entitlement which that employee has to his/her credit at the time of separation shall be reduced by six (6.0)

hours for each calendar month remaining in the calendar year following the month of separation.

(2) If, after such calculation, the employee has any unused sick leave for that year, the employee shall be paid, at the time of separation, for such unused sick leave hours, at his/her regular straight-time hourly rate in effect at that time, less applicable withholding and any amounts owed by the employee to the City.

(3) If, after such calculation, the employee has used more sick leave hours than that to which he/she was entitled, an amount shall be deducted from his/her final paycheck for such hours, at his/her regular straight-time hourly rate in effect at that time.

(B) Sick Leave Bank. All sick leave in the employee's sick leave bank may be paid to the employee who is separating from City service as follows: The number of accumulated unused hours up to three hundred twenty (320) hours shall be divided by two (2) and multiplied by the employee's hourly rate of pay at time of separation. All such lump sum payments are subject to applicable withholding and deduction for any sums owed by the employee to the City.

(C) Transferring Sick Leave to Other Political Subdivisions. Employees who are leaving City service to accept employment with another political subdivision of the State of Ohio may elect to transfer sick leave to that political subdivision, if it will accept such a transfer. Employees must elect to be paid or transfer sick leave balances to another political subdivision in writing prior to termination and at a time specified by the Auditor's Office for processing terminal leave pay.

(D) Separation Pay for Sick Leave Transferred from Other Political Subdivisions. Any sick leave transferred to the City prior to March 31, 1987 shall be paid upon separation at the straight-time hourly rate in effect on March 31, 1987 using the payment formula of the transferring agency.

(E) Payment Upon Death. If an employee dies during employment with the City, his/her unused sick leave account balances as defined herein shall be paid to a 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 sick leave balances shall be valued at the time of death in accordance with the applicable Sections of this Article.

Section 13.6. Sick Leave Disposition When Moving from Full-Time to Part-Time Status.

For any employee who moves from full-time status to part-time status on or before December 31 of any calendar year and who has used more sick leave hours than that to which the employee was entitled, the value of such hours shall first be deducted from the employee's sick leave bank. If the employee has insufficient hours in his/her bank, such hours will be deducted from earned and unused vacation accruals to the

employee's credit. If the employee does not have sufficient sick leave and vacation leave to cover the additional sick leave hours credited, the City shall develop a schedule to recover the funds out of any subsequent bi-weekly pay checks.

ARTICLE 14 - OTHER LEAVES OF ABSENCE

Section 14.1. Military Leave.

(A) Full-time non-seasonal 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 maximum of twenty-two (22) eight (8) hour work days (176 hours), days, whether or not consecutive, during each calendar year. Active duty does not include inactive duty training (e.g., unit training assemblies). In the event that the Chief Executive Officer of the State of Ohio, or the Chief Executive Officer of the United States declares that a state of emergency exists, the employee, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this Section 14.1 for a maximum of an additional 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 authorized by this Section 14.1.

(C) 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.

Section 14.2. Jury Duty Leave.

(A) An employee serving on 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. 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.

(B) When an 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 not required to be in court for jury duty for two (2) or more hours of his/her regular shift, he/she shall report to work for such time at the beginning of his/her work shift before being required to report to jury duty and/or after being released from jury duty two (2) or more hours before the end of his/her work shift. The supervisor in each individual case shall determine the time the employee shall be released from work to report to jury duty or return to work after being released from jury duty.

Section 14.3. Examination Leave.
Time off with pay shall be allowed employees participating in City Civil Service tests administered locally; or taking a required examination pertinent to their City employment or promotional opportunity within City employment before a state or federal licensing board administered locally with prior notice or proof of same to the Appointing Authority.

Section 14.4. Court Leave.
Time off with pay shall be allowed 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. In the event that an employee is required to appear as a witness in a legal proceeding on behalf of a governmental body other than the City, the Human Resources Director or designee shall consider and may grant leave with pay, if he/she deems it appropriate. The provisions of Section 14.2(B)(2) above shall apply to all leaves granted under this Section 14.4.

Section 14.5. 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 is subject to the approval of the Appointing Authority for the individual involved.

Section 14.6. Personal Leave.
Employees who have completed their probationary period may be granted personal leave of absence without pay by the Appointing Authority for good cause but employment other than with the City will not be considered grounds for such leave.

Such leave may not exceed sixty (60) calendar days; however, extensions may be granted under the Civil Service Rules, if such need arises. Any such leave which is granted for reasons permissible under an FMLA leave as provided in Section 14.9 shall be charged as an FMLA leave and shall be subject to the twelve-week per year limitation for the length of an FMLA leave.

Section 14.7. 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. Tuition reimbursement, as outlined in Section 23.1 of this Agreement, will not apply towards such leave.

Section 14.8. Injury Leave.

(A) On-The-Job Injuries. All 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. 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, 2010. Any injury leave which is granted for reasons permissible under an FMLA leave as provided in Section 14.9 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.

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.

Injuries must be reported to the employee's immediate supervisor no more than two (2) working days after such injury is known. 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, and the employee has a claim filed under the Ohio Bureau of Workers' Compensation laws for such payment, then the City shall continue to 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 the Industrial Commission of Ohio. In any instance of double payment by both the City and the Bureau for the same day or days, the employee shall provide full reimbursement to the City in a prompt manner.

(B) Determination by the Department of Human Resources.

(1) Report of Injury. All then available medical documentation, supporting documentation, and a report of the cause of all injuries, both original or recurrent, must be submitted by the employee to the employee's immediate supervisor within fourteen (14) days from the date the injury is known. Signatures of the employee's immediate supervisor, the Division Administrator, and the Appointing Authority are required thereafter. Claims must be submitted through the Department or Division Human Resources representative, to the Human Resources Department within a total of twenty-eight (28) days from the date the injury is known (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). Except that the Director of Human Resources or designee, may grant additional time if the doctor fails to provide additional information that has been timely requested.

(2) Actual Performance of Duties. Injury leave with pay shall be granted to an employee only for original or recurrent injuries determined by the Director of Human Resources or designee as caused by the performance of the actual duties of his/her position. 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. The City may require an independent medical examination for any employee requesting injury leave, at the City's expense.

(3) Written Authorization and Return to Work. 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 Human Resources or designee indicating the approximate length of the leave. No employee on injury leave shall be returned to work without the written approval of an attending physician. If there is a recurrence of a previous injury, the Appointing Authority must request approval of injury leave for each recurrence. If, in the judgment of the Director of Human Resources or designee, the injury is such that the employee is capable of performing his/her regular duties or light duties during the period of convalescence, he/she shall so notify the Appointing Authority in writing and deny injury leave with pay.

(4) Continued Contact with Division and Return to Work Notification. An employee on injury leave shall maintain oral 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.

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

(6) Outside Employment. No injury leave payments shall be made to any employee who is working for another employer: (1) during the employee's regular City shift, or (2) where such work involves or requires the performance of the same or similar duties as those regularly performed by the employee for the City, or (3) where such job involves duties and/or physical demands the performance of which would conflict with the injury/medical condition allowed.

Additionally, no injury leave payments will be made to any employee who is receiving temporary total benefits from the Ohio Bureau of Workers' Compensation.

(7) Limitation on Recreational Activities. No injury leave payment shall be made to any employee engaged in recreational activities where the physical demands of such activities conflict with the injury/medical condition allowed.

(8) 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. Fraudulent actions are subject to disciplinary action where appropriate.

(9) Leave Pending Decision. Pending a decision by the Director of Human Resources or designee, an employee applying for injury leave may be carried on sick leave or vacation leave with pay, in that order, which shall be restored to his/her credit upon certification by the Director of Human Resources or designee that injury leave has been approved. However, when an employee is applying for injury leave, exclusive of apparent heart attack cases, and the Division Administrator can establish that the injury occurred during the employee's hours of work for the City, then the employee may be carried on injury leave with pay pending certification by the Director of Human Resources or designee that injury leave has been approved. In no case may the employee be carried on injury leave for a period of time in excess of the employee's amount of accumulated sick leave and vacation leave prior to certification by

the Director of Human Resources or designee that injury leave has been approved. If injury leave is not certified by the Director of Human Resources or designee, the employee will be charged sick leave, and vacation leave, in that order, for the time used.

(10) Appeal to Board of Industrial Relations. Any injured employee may appeal the decision of the Director of Human Resources 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, at the City's expense, may require an employee to be examined by a physician of the Board's choice.

(C) Time Off for Examination, Treatment, and Related Hearings. Pursuant to rules established by the Director of Human Resources or designee, time off for the purpose of medical examination, including examinations by the Bureau of Workers' Compensation, and/or treatments resulting from injury occurring during any period of time an employee was in paid status and performed services for the City required by his/her employment shall be charged to injury leave. Actual time spent, not to exceed four (4) hours of injury leave shall be allowed per scheduled physician's appointment and/or treatment resulting from an on-the-job injury (including travel time). 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 Human Resources 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 and in a form acceptable to the Director of Human Resources or designee by the employee prior to such appointment and/or treatment in order to be considered.

(D) Accrual of Other Benefits. While an employee is on approved injury leave with pay, PERS contributions and all employee benefits (except sick leave, vacation and holidays, as provided elsewhere in this Agreement 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, applicable insurance benefits shall continue uninterrupted until the employee returns to duty or is terminated from employment. In all cases where insurance benefits are continued, the employee must make arrangements to pay their share of insurance premiums monthly in advance.

(E) Administration by Director of Human Resources or Designee. The provisions of this Section 14.8 shall be administered by the Director of Human Resources or designee who shall make necessary rules, devise forms, keep records and investigate cases subject to the approval of the Industrial Relations Board.

(F) Deadline for Application for Disability Following Denial 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.

(G) 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 14.9. Family Medical Leave Act (FMLA) Leave.

(A) All bargaining unit 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 (prorated for part-time employees) 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.

(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 14.9(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.

(C) For the purposes of Sections 14.9(A)(3) and (4), a "serious health condition" means an illness, injury, impairment, or a physical or mental condition that involves:

(1) In-patient care (e.g., overnight stay in a hospital, hospice or residential medical care facility);

(2) Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days <u>and</u> that involves two (2) or more times of treatment by a health care provider, or treatment on one (1) occasion resulting in continuing treatment under the supervision of a health care provider;

(3) Any period of incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than continuing periods of incapacity, e.g., asthma, diabetes, epilepsy;

(4) Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, e.g., Alzheimer's, severe stroke, terminal illness, so long as the employee or family member is under the continuing supervision of a health care provider;

(5) Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after accident or surgery, or for a condition that would likely result in a period of incapacity of more than three (3) days in the absence of medical intervention, e.g., cancer (chemotherapy, radiation), severe arthritis (physical therapy) or kidney disease (dialysis); or

(6) Prenatal care by a health care provider.

(D) Employees may take FMLA leave intermittently or on a reduced leave schedule only when medically necessary to treat serious health conditions, 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 insurance benefits for the duration of FMLA leave at the level and under the same conditions coverage 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, employees shall not continue to accrue seniority or continuous service 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 and in Section 18.4 of this Agreement.

(H) All accrued sick leave, and disability leave if applicable, and vacation, in that order, must be utilized for any FMLA leave taken for any FMLA-qualifying reason. In addition, an employee may request to use compensatory time for any FMLA-qualifying reason following the use of sick leave, disability leave if applicable, and vacation, in that order. Any paid leave taken shall run concurrently with FMLA. An employee may request to retain a vacation balance not to exceed forty (40) hours when exhausting FMLA. [See Side Letter #8]

(I) The following notice and scheduling requirements shall apply to FMLA leave requests:

(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 14.9(I)(1) above, (this requirement of actual notice is fulfilled by posting a notice at the work-site), 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 if it is necessary to have more information about 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.

(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 Human Resources Director or designee. For the employee's own medical leave, the certification must include 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 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 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.

(6) Certification shall be submitted using a form approved by the Human Resources Director 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. A 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 Agreement, whether paid or unpaid, for purposes which are covered under the Family Medical Leave Act, shall be charged as FMLA Leave and shall be subject to the twelve-week per year limitation for the length of a FMLA leave.

(M) The City, in its discretion, may modify the provisions of this Section 14.9 in accordance with any Department of Labor final regulations that may be in effect under the FMLA from time-to-time.

Section 14.10. 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 re-occurrence/exacerbation of a pre-existing condition or, in some cases, are returning from short-term disability leave. This Section 14.10 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 bi-weekly 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. If an employee is capable of performing his/her regular duties or transitional duties, such duties are available and the employee refuses to return to work, applicable benefits shall not be paid.

(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 14.11. Reopener.
The parties agree that Article 14 will be reopened if either of the following two actions occur:

(A) Should the City opt to self-insure Workers' Compensation.

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

Negotiations shall not exceed thirty (30) days. If the parties are unable to reach an agreement, they shall submit unresolved issues through arbitration pursuant to Section 8.2, Step 3, of this Agreement, except that the parties shall share the expenses equally.

Section 14.12. 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 Section 14.9 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 14.9(A).

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

Section 14.13. Bereavement Observed.
A bargaining unit member may be granted up to five (5) days of available leave (i.e., sick leave, vacation leave, or compensatory time in accordance with Articles 11, 13, and 15) to be paid as chosen by the employee for the death of a member of the employee's immediate family. In the event of no available leave balances, the employee may be granted leave without pay in accordance with Section 14.6 of this Agreement.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

Section 15.1. Application of Article.
This Article is intended only as a basis for calculating overtime payments for overtime eligible (i.e., only D-level) employees and to generally describe the parameters for employees' work schedules, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, or any other period.

Section 15.2. Normal Work Period and Workday.
Except as provided elsewhere in this Agreement, the current normal work period for employees shall be seven (7) days. The normal workday shall be eight (8) hours of work, plus an unpaid lunch period scheduled near the middle of an employee's shift, subject to operating requirements. The current normal work schedule consists of five (5) eight (8) hour workdays in a seven (7) day work period. The City reserves the right, however, to establish or approve alternate work schedules in its discretion, and to determine the beginning and ending of the seven (7) day work period, scheduled days off and the beginning and ending time of all work shifts in a day.

Section 15.3. Changes In Normal Work Schedule, Work Period and Workday.
Should it be necessary in the interest of efficient operations to establish schedules departing from the normal or established work schedule, work period, workday or shifts, the Appointing Authority or his/her designee will give at least forty-eight (48) hours notice where practicable of such change to the individuals affected by such change.

Section 15.4. Overtime Pay.

(A) Employee Eligibility. Employees whose job classifications are listed in Appendix B, E-level classifications, of this Agreement are not eligible to receive compensation for overtime worked. Employees whose job classifications are listed in Appendix B, D-level classifications, of this Agreement are eligible to receive payment in cash or compensatory time off for overtime worked as provided in this Section 15.4.

(B) Overtime Eligibility and Pay. When any D-level employee works between forty (40) and forty-eight (48) hours in a seven (7) day work period, he/she shall be paid at a rate of one and one-half (1-1/2) times his/her regular

straight-time hourly rate of pay for each overtime hour worked. Overtime worked beyond forty-eight (48) hours in a seven (7) day work period shall be paid at double time his/her regular straight time hourly rate. Effective no later than two (2) full pay periods following acceptance of this Agreement by City Council, double time will be capped at fifty-six (56) hours in a seven (7) day work period; any hours worked beyond fifty-six (56) hours in a seven (7) day work period will be paid at time and one-half, if applicable. Overtime pay shall be received in one-tenth (1/10th) of an hour segments. For purposes of this Article, time worked shall include only that time spent on duty as provided by the Fair Labor Standards Act (FLSA), plus time compensated but not actually worked for jury duty, and holidays, but shall not include any other uncompensated periods or time which is compensated but not actually worked, including but not limited to vacations, sick leave, injury leave, compensatory time-off, or any other paid or unpaid leave of absence. Effective no later than two (2) full pay periods following acceptance of this Agreement by City Council, compensatory time and vacation leave will be considered time worked for purposes of qualifying for overtime payment as provided in Section 15.4(B); and effective concurrently call-back hours not worked will not be counted towards overtime (time and one-half or double time) eligibility. All overtime shall be paid on the basis of a regular straight-time hourly rate calculated by dividing an employee's annual salary by 2080.

(C) Authorization of Overtime. It shall be the policy of the City to avoid overtime work except in emergency conditions as determined by the Appointing Authority or designee. Overtime work may only be performed on the authorization of the Appointing Authority or designee. Employees who are requested to work emergency overtime shall be informed prior to the overtime work as to whether the overtime has been expressly approved. The City reserves the right to require overtime work.

(D) Overtime Distribution. Employees shall be canvassed annually to determine if they want to be offered overtime opportunities outside of their regular hours of work. Overtime eligibility list shall be established based on seniority and the initial opportunities shall be offered based upon seniority. Thereafter, insofar as practicable, overtime shall be equitably distributed on a rotating basis by overtime hours worked among those who normally perform the work. Specific arrangements for implementation of these overtime provisions shall be worked out at the department level. Overtime roster shall be purged at least every twelve (12) months. Such arrangements shall recognize that in the event the City has determined the need for overtime, and if a sufficient number of employees is not secured through the above provisions, the City shall have the right to require the least senior employee(s) on a rotating basis who normally performs the work to perform said overtime. The overtime distribution policy shall not apply to overtime work which is specific to a particular employee's work load or specialized work assignment or when the incumbent is required to finish a work assignment. An employee who is

offered but refuses an overtime assignment shall be credited on the roster with the amount of overtime worked by the employee who accepted the overtime opportunity. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with the amount of overtime hours accepted and the employee shall be considered absent without approved leave, unless the employee can prove that extenuating circumstances prevented the employee from reporting. In such cases the employee will be credited as if the overtime opportunity was refused. In the event of an emergency as determined by the City, the Appointing Authority or designee may assign someone to temporarily meet the emergency requirements, regardless of the overtime distribution roster.

Section 15.5. Compensatory Time.

(A) Eligibility. A compensatory time account may be established for hourly full-time non-seasonal employees whose job classifications are listed in Appendix B, D-level classifications, of this Agreement.

(B) Compensatory Time Calculation. Compensatory time may only be earned at the applicable rate as established in Section 15.4(B) in lieu of cash payment for authorized time worked on an overtime basis. By mutual agreement of the employee and the Appointing Authority or his/her designee, an employee shall receive compensatory time off in lieu of overtime payment at the applicable rate for time worked on an overtime basis. Compensatory time account balances shall be maintained in units of hours.

(C) Conditions Governing Use and Accumulation. Compensatory time off shall be taken by the employee at such time or times as may be approved or established by the Appointing Authority. Any compensatory time account balance above eighty (80) hours shall be paid off at the employee's hourly rate as of the end of a pay period established by the Appointing Authority for each Division within the Appointing Authority's jurisdiction. 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 shall be sent to the City Auditor. No interest is to be paid by the City on any compensatory time account. Except for employees engaged in a public safety activity, emergency response activity or seasonal activity, employees who have accrued two hundred forty (240) hours of compensatory time, shall be paid for any additional overtime hours of work over two hundred forty (240). For employees working in a public safety activity, emergency response activity or seasonal activity, who have accrued four hundred eighty (480) hours of compensatory time shall be paid for any additional overtime hours of work over four hundred eighty (480).

(D) Payment upon Separation from City Service or Death. An employee separated from City service for any reason or who dies while still employed shall be paid for any unused compensatory time account balance to his/her credit upon separation or death (less applicable withholding), less any amounts owed by the employee to the City. In the event of death, the payment shall be made to the employee's surviving spouse or to the employee's estate in the event there is no surviving spouse. Such payment shall be calculated by multiplying the employee's regular hourly straight time wage rate at the time of separation or death by the number of hours in his/her compensatory time account balance.

Section 15.6. Call-Back Assignment and Pay.

Callback pay applies only to full-time non-seasonal employees in a D-level classification as provided in Appendix B. A call-back is defined as an unscheduled work assignment that does not immediately precede or follow an employee's scheduled work hours. When an eligible employee is called back by the Appointing Authority or his/her designee to report to work after he/she has been relieved of duty upon the completion of his/her regular schedule and he/she does so report, he/she shall be paid for a minimum of four (4) hours or the actual hours worked, whichever is greater, at one and one-half (1½) the employees straight time rate, or if applicable double (2) time rates as provided in Section 15.4(B), unless the time extends to his/her regular work shift or unless the individual is called back to rectify his/her own error (in these latter two situations, the four (4) hour minimum shall not apply, but the employee shall be paid for actual time worked at applicable rates. 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 they report in up to one (1) hour. This Section 15.6 does not apply in cases of overtime authorized as an extension of a regular shift.

Effective no later than two (2) full pay periods following acceptance of this Agreement by City Council, when the City has an urgent and immediate operational need, employees may be called back to work. For overtime eligible employees, the provisions of Section 15.4(D) shall apply, depending on operational need. This call-back shall be deemed a call-back assignment under this Section when:

(1) The employee is instructed to report to work by the Appointing Authority or designee after he/she has been relieved of duty upon the completion of his/her regular schedule and he/she does so report; and

(2) It is an unscheduled work assignment that does not immediately precede or follow an employee’s regularly scheduled work hours; and

(3) The employee is instructed to report to work as soon as possible and may only refuse with good cause.

Full-time non-seasonal employees in a D-level classification, as provided in Appendix B, who work a call-back assignment as defined above shall be paid for a minimum of four (4) hours or the actual hours worked, whichever is greater, at one and one-half (1½) the employee’s straight time rate, or if applicable, double (2) time rates as provided in

Section 15.4(B). Actual hours worked shall include thirty (30) minutes of travel time to the reporting location.

If the time extends to the employee's regular work shift or if the individual is called back to rectify his/her own error, the four (4) hour minimum shall not apply, but the employee shall be paid for actual time worked, not including travel time, at applicable rates.

Section 15.7. Report-In Pay.

Report-in pay applies only to a full-time non-seasonal employee in a D-level classification as provided in Appendix B. When an employee eligible for report-in pay reports for work on his/her assigned 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. This Section shall not apply in hazardous weather conditions, power failure, equipment failure, work stoppages or other conditions beyond the immediate control of the City.

Section 15.8. Late Reporting Procedure.

In the absence of a reasonable excuse as determined by the Appointing Authority or his/her designee, the failure of any employee to report to or cause himself to be reported late or off duty in any City operation with two or three shifts at least one (1) hour before his/her scheduled starting time shall constitute and be reported as an absence without leave for all scheduled hours which were not worked. All other employees shall report or cause themselves to be reported late or off duty thirty (30) minutes prior to their regularly scheduled starting time, or at their regularly scheduled starting time, depending upon the reporting procedures established at their work location. Failure to report or to be reported in at the specified time above shall constitute and be reported as an absence without leave for all scheduled hours which were not worked.

The above provisions will not apply where it is impossible for the employee to comply due to circumstances beyond the employee's control, provided that the employee will then report or cause himself to be reported at the earliest opportunity followed by an acceptable written explanation of the circumstances that caused him/her not to report as directed.

ARTICLE 16 - DRUG AND ALCOHOL TESTING

Section 16.1. Prohibited Conduct.
Employees shall be prohibited from:

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

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

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

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

(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;

(F) Using any adulterants;

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

Section 16.2. 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. The parties will work together to improve the process of reasonable suspicion testing.

Testing procedures will be comparable to those set forth in federal regulations governing drug and alcohol testing for CDL holders. An employee with a breath alcohol level of 0.04 to 0.06 shall be relieved of duty until the beginning of his/her next regularly scheduled shift, but shall not be considered as having tested positive. Alcohol levels higher than 0.04 shall be considered positive; the employee will be referred to EAP and will be required to take a return-to-duty test.

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 some one 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 16.2(A).

Section 16.3. 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 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 refusal to test shall be construed as a positive test result. Any drug test that reveals the presence of adulterants shall be construed as a positive test.

(D) Any employee who has completed his/her initial probationary period 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) The City shall maintain a policy and procedure for drug and alcohol testing consistent with the terms and provisions of this Agreement.

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

(G) The City and the Union will make reasonable efforts to encourage self-referral to the Employee Assistance Program for education and treatment programs, upon request of the employee.

(H) Any employee who tests between 0.04 to 0.06 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.

ARTICLE 17 - SALARIES AND COMPENSATION

Section 17.1. Base Pay and Merit Increases.

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

(1) A one percent (1%) percentage base increase (PBI) will be effective on August 24, 2008, which will be deferred to the beginning of the pay period which includes January 1, 2010; a two and one-half percent (2.5%) PBI will be effective beginning the first pay period that includes January 1, 2010; and a two and one-half percent (2.5%) PBI will be effective beginning the first pay period that includes January 1, 2011.

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

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

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

However, the parties agree that the pay structure will increase one percent (1%) on a one-time basis effective August 24, 2008. Any member whose pay rate falls below the new minimum rate will retain that rate until the pay period including January 1, 2010. At that point, those members must receive increase amounts that are, at minimum, equal to the new pay grade minimums.

(B) Step X is a compensation mechanism used to accommodate a specific set of circumstances in which an employee's pay rate may exceed the pay

grade maximum for his/her classification. It authorizes the employee's current base pay rate to be continued when it exceeds the maximum of the pay grade until the point in time that the pay grade increases enough to include the employee's base pay rate. Those circumstances may include:

(1) The pay grade assignment for a classification is changed as a result of market analysis conducted by the Department of Human Resources, and in negotiation with the Union, and the employee's pay rate exceeds the new pay grade maximum; or

(2) Any Civil Service Commission action which creates a reallocation to different classifications that results in the incumbent(s)' current pay rate(s) exceeding the new pay grade maximum.

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

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

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

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

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

(D) Retroactive pay adjustments, for any PBIs referenced in Section 17.1(A), shall be limited to straight-time (any time paid by the City, i.e., vacation, sick, injury, holiday, compensatory time, and time worked out-of-class); overtime; and reciprocity hours only. Any retroactive pay increase shall be limited to those employees in the bargaining unit as of the effective date of the PBI who continue to be employed by the City upon passage of this

Agreement by City Council. Those employees entering the bargaining unit after the effective date of any PBI shall be eligible for retroactive pay from the date that the employee entered the bargaining unit if an employee's pay rate falls below the new minimum for his/her assigned pay grade.

(E) The Appointing Authority will designate the rate within the pay grade at which a newly hired employee shall be paid, consistent with Appendices A and B.

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

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

(H) A merit increase must be given no later than the first day of the first pay period following the 90th day after the employee's classification seniority date. Any merit increase processed after that date will be retroactive to said date.

Section 17.2. Employee's Contribution to OPERS.

For full-time non-seasonal employees, that portion of an employee's contribution made to the Ohio Public Employees Retirement System equal to ten percent (10%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Columbus.

Effective the pay period which includes June 1, 2010, for full-time non-seasonal employees, that portion of an employee's contribution made to the Ohio Public Employees Retirement System equal to nine percent (9%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Columbus.

Effective the pay period which includes April 1, 2011, for full-time non-seasonal employees, that portion of an employee's contribution made to the Ohio Public Employees Retirement System equal to eight percent (8%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Columbus.

For part-time employees, that portion of an employee's contribution made to the Ohio Public Employees Retirement System equal to six percent (6%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Columbus. The

provisions of this paragraph shall apply uniformly to part-time employees and no such employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein.

The term "earned compensation" shall mean any and all monies earned by an employee from the City of Columbus, for which there is a pension contribution required by State law.

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

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

Section 17.3. Salary Deductions.

Salaried employees (E-level classifications) who are permanently assigned to full-time job classifications are paid on a bi-weekly salary basis. Salaried employees are paid a bi-weekly salary based on a minimum of two (2) forty (40) hour workweeks. The bi-weekly salary received by salaried employees will not be reduced regardless of the number of hours the salaried employee actually works in any week in which the salaried employee performs any work except for the following deductions:

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

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

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

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

(E) Disciplinary suspensions. Disciplinary suspensions may be imposed in increments of one (1) day.

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

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

Section 17.4. Working Out of Classification.

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

Section 17.5. Shift Differential.

The Appointing Authority at the time of hire shall designate or assign the applicable shift for each new hire. The shift designation shall determine the shift differential for the entire shift. Only full-time, non-seasonal employees are eligible for shift differential pay.

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

(B) A differential in pay of fifty-two cents ($.52) per hour over the regular hourly rate shall be paid to full-time, non-seasonal employees who are assigned to work eight (8) hours on the Second Shift; a differential of sixty cents ($.60) per hour over the regular hourly rate shall be paid to full-time, non-seasonal employees who are assigned to work eight (8) hours on the Third Shift.

(C) Those employees whose regularly assigned shift is a rotating shift shall be paid a shift differential of sixty cents ($.60) per hour over the regular hourly rate for all hours worked regardless of shift. For purposes of this provision, a rotating shift is a permanent shift that is comprised of a regularly scheduled assignment on First, Second and Third shifts or any variation thereof.

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

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

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

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

Section 17.6. Service Credit.

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

The following service credit schedule shall be used for all eligible bargaining unit employees.

Service Credit Payment Schedule

More than 5 years of continuous service	$600
More than 8 years of continuous service	$700
More than 14 years of continuous service	$800
More than 20 years of continuous service	$900
More than 25 years of continuous service	$1000

Section 17.7. Adoption Assistance Program.

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

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

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

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

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

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

Financial assistance payments will be made after the adoption is finalized. A written request for reimbursement must be submitted to the Director of Human Resources along with the itemized bills. Written requests must be made within ninety (90) days after the adoption is finalized. Financial assistance payments will be made directly to the employee. The Department of Human Resources may request additional documentation regarding itemized bills.

Section 17.8. Pre-Tax Dependent Care Program.
The City will continue a pre-tax dependent care program, whereby employees may set aside, on a pre-tax basis, the amount of money needed to pay for "dependent care," as defined by the Internal Revenue Service. This benefit shall be made available in accordance with, and only to the extent it continues to be authorized by Section 129 of the Internal Revenue Code.

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

Section 17.10. Individual Classification Pay Grade Assignment Change. This process is intended to address those specific issues that may arise during the life of this Agreement. An Appointing Authority may request a pay grade assignment review of an individual classification when evidence indicates that the City is experiencing recruitment and/or retention issues, or issues of compression. The Union may also bring these issues to the attention of the Appointing Authority. The Appointing Authority or designee will submit the request for review, if appropriate, to the Director of Human Resources. Any recommendation by the Director of Human Resources for pay grade

change will be negotiated with the Union, and any unresolved issues will be resolved through interest arbitration following the procedures set forth in Section 8.2, starting with (2) under the Third Step. The parties shall bear the cost of the arbitration equally.

The Union may also bring these issues directly to the attention of the Director of Human Resources. However, in the absence of a recommendation for a pay grade change by the Director of Human Resources, a Union recommendation for a pay grade change is not subject to interest arbitration under this Section 17.10.

ARTICLE 18 – INSURANCE

Section 18.1. Health and Hospitalization, Prescription Drug, Disability, Dental and Vision Coverage.

The City shall continue to make available to eligible full-time non-retired employees and their eligible dependents substantially similar group health and hospitalization insurance, prescription drug, disability, dental and vision coverage and benefits as existed immediately prior to the signing of this Agreement, except as follows:

(A) Comprehensive Major Medical.

The City shall maintain preferred provider organization(s) (PPO) for both medical and prescription drug services.

(1) 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.

(2) 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.

(3) If an employee and/or an eligible dependent receive services from a preferred provider (PPO), reimbursements will be paid at the current coinsurance rate of 80/20 percent of reasonable charges. If the participating providers are not used, coinsurance will reduce to 60/40 percent of reasonable charges. The additional twenty-percent (20%) coinsurance will be the employee's responsibility and is not counted toward the deductible or out-of-pocket maximum.

(4) The employee's annual out-of-pocket maximum for individual coverage shall be five hundred dollars ($500), and the employee's

annual out-of-pocket maximum for family coverage shall be eight hundred dollars ($800).

(5) 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.

(6) Outpatient alcohol or drug treatment (substance abuse) payments will be limited to 50% of 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-payment of fifteen dollars ($15.00) per in-network visit will apply. The co-pay does not apply to the annual deductible and coinsurance.

(7) Outpatient psychiatric payments will be limited to 60% of 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 per individual when provided by a network provider. An office co-payment of fifteen dollars ($15.00) per in-network visit will apply. The co-pay does not apply to the annual deductible and coinsurance.

(8) 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.

(9) Outpatient psychiatric, alcohol, and drug treatment require prior authorization by the plan administrator. In the event the employee does not obtain authorization for psychiatric, drug or alcohol treatment, the employee will be responsible for 10% of 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.

(10) In compliance with HR 3103 (HIPAA), for new hires and 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 date of hire, the medical condition will not be payable for twelve (12) months from the date of hire with the City. The employee can reduce their twelve (12) months of pre-

existing condition requirements by submitting a Certificate of Creditable Coverage from a prior health insurer.

(11) 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.

(12) Physician office visits will be subject to a fifteen dollar ($15.00) co-payment per in-network primary care physician visit (includes Family, General, Internal, Pediatrician, and OB/GYN physicians); the fifteen dollar ($15.00) co-payment will apply to out-patient psychiatric and substance abuse doctors office visits subject to the limits specified in Section 18.1(A)(6) and (7). Eligible services, which shall include diagnostic, surgical and/or specialty services, routine mammograms and routine prostate/colon rectal cancer tests subject to the limits provided in the network physician's office and billed by that office shall be covered at one hundred percent (100%) after office visit co-payment.

A specialty care physician office visit will be subject to a twenty-five dollar ($25.00) co-payment 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 18.1(A)(15), provided in the network physician's office and billed by that office shall be covered at one hundred percent (100%) after office visit co-payment.

The co-payment does not apply to the annual deductible and coinsurance; however, office co-payments will apply to the annual 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.

(13) Effective January 1, 2010, 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 one (1) (starting the day following the birthday) to age eighteen (18) birthday; age eighteen (18) and over with a two hundred dollar ($200) maximum; with a twelve hundred dollar

($1200) family maximum, subject to the deductible, coinsurance and reasonable charge provisions. An office visit co-pay shall apply as specified in Paragraph (12) herein. Stress tests are payable only if determined that they are medically necessary.

(14) Effective January 1, 2010, 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 fifty dollar ($750) maximum payment for each eligible dependent, subject to the deductible, coinsurance and reasonable charge provisions.

(15) Provide coverage for routine mammograms up to a maximum of one hundred twenty-five ($125.00) dollars 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.

Effective forty-five (45) days after City Council's acceptance of this Contract, the maximum coverage for routine mammograms will increase to one hundred fifty dollars ($150.00).

(16) Effective forty-five (45) days after City Council's acceptance of this Contract, provide coverage for an annual (one (1) per calendar year) routine prostate/colon rectal cancer test for men age forty (40) and over up to a maximum of eighty-five dollars ($85.00).

(17) For men and women age forty (40) and over, one sigmoidoscopy exam per three calendar year period, will be covered up to one hundred dollars ($100.00). For men age forty (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).

(18) Up to a two hundred dollar ($200.00) life-time maximum will continue to be paid for temporomandibular joint pain dysfunction, syndrome or disease or any related conditions collectively referred to as TMJ or TMD on the basis of medical necessity.

The City reserves the right to change or offer alternative insurance carriers or to self-insure as it deems appropriate.

(B) <u>Prescription Drug.</u>

(1) If an employee and/or eligible dependent receives prescription drugs at a participating PPO pharmacy, 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). If participating pharmacies are not used, additional ten dollar ($10.00) co-pay shall be imposed.

(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).

Effective January 1, 2010, maintenance drugs must be obtained through the mail order program, if such maintenance drugs are available through the mail order program. The original prescription with no refills may be purchased locally, but any subsequent refills must be filled using the mail order program.

(3) Birth control pills (only) will be covered; however, effective forty-five (45) days after City Council's acceptance of this Agreement, additional contraceptives may be approved based on medical necessity.

(C) Dental Insurance.

(1) 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.

(2) All other provisions of the dental insurance coverage shall remain the same as under the last Agreement between CMAGE\CWA and the City.

(D) Vision Insurance.

All provisions of the vision insurance coverage shall remain the same as under the last Agreement between CMAGE\CWA and the City.

(1) Non-panel reimbursement schedule shall be:

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

(2) Effective forty-five (45) days after City Council's acceptance of this Agreement, the retail frame allowance will increase to $135.00.

Section 18.2. Cost.

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 April 1, 2011, 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 for medical, dental, vision and prescription drugs for employees in this bargaining unit. The premium will be established as single and family rates. The employees' portion of insurance coverage will be deducted from paychecks as is currently practiced. One-half (1/2) of the monthly premium will be deducted each pay period not to exceed the total monthly premium.

The Union may, at its discretion, reimburse the City up to twenty percent (20%) of the employee's contribution for health care premiums. The manner of reimbursement will be determined by the parties.

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), when enrolled during Open Enrollment month. Such premiums shall be paid through an automatic payroll deduction.

Section 18.3. 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 who are 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 2080, or $17,700, whichever is greater.

Full-time employees who are 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 2080, or $10,530 whichever is greater.

(B) Voluntary Universal Life Insurance. Employees shall be eligible to purchase additional life insurance through payroll deduction.

Section 18.4. Continuation of benefits while on Unpaid Leave.
Providing the employee continues monthly premium coverage payments set forth in Section 18.2 above, insurance coverage 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, at the employee's expense. If any monthly premiums coverage payments are not paid as specified herein, the City is authorized to pursue collection of monies due by either deducting the monies directly from the employee's regular paycheck, if any, or final paycheck from the City.

Section 18.5. Terms of Insurance Policies to Govern.
The extent of coverage under the insurance policies (including self-insured plans) referred to in this Agreement 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 administrator, and shall not be subject to the grievance procedure set forth in this Agreement unless in the context of a self-insured plan, the City either (1) assumes the role of directly administering the terms of the plan without a third-party administrator or (2) overrides the decision of the City's third-party administrator inconsistent with the terms of the plan regarding specific claims for coverage. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee.

Section 18.6. IRC Section 125 Plan.
The City will continue to maintain an IRC Section 125 Plan whereby employees will be able to pay for their share of health and hospitalization insurance premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 18.7. Disability Leave.

All applicable insurances (medical, prescription drug, vision, dental and life) shall continue while the employee is on short-term disability.

(A) Disability Program Eligibility. The City will provide, at no cost to employees, a disability program covering full-time employees for non-work related illnesses and injuries. Disability forms must be returned to the City, through the designated department/division human resources representative, no later than forty-five (45) days from the commencement of disability; failure to comply will result in a denial of disability benefits. The disability benefit shall be eighty-one percent (81%) of the employee's regular straight-time biweekly gross pay (in no event more than eighty (80) hours of pay at straight-time rates), less applicable withholding. 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 (current year) 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. During the period in which an employee receives such payments, he/she shall suffer no reduction in his/her paid sick leave entitlement set forth in Article 13 of this Agreement, as applicable. If, while receiving such payments, the employee performs work for the City or another employer, the amount of payment under the disability program shall be reduced by the compensation which he/she receives during that time period.

(B) While an employee is paid disability benefits pursuant to this Section, vacation accruals shall cease. Holidays shall be paid at the disability benefit rate as set forth in Paragraph (A) of this Section.

(C) The disability waiting period for employees shall provide for payment to employees from the twelfth (12) day of accident or illness for a maximum of twenty-six (26) weeks, per disability per calendar year.

(D) Employees must complete one (1) year of continuous City service before qualifying for disability; such benefits will become available at the first of the month following the month in which they complete one (1) year of continuous service.

(E) An employee on disability leave shall maintain bi-weekly contact with the designated department/division human resources representative during the period of time they are disabled. This requirement may be modified in writing by the designated department/division human resources representative for extended leaves. An employee shall notify the designated department/division human resources representative at least

seven (7) days before his/her expected return to work date to reconfirm that date.

(F) No disability payments shall be made to any employee who is working for another employer or 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.

(G) 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 18.8. Benefits Booklet.
The City will update the Benefits Booklet as needed from time to time and provide a copy of same to all employees participating in the City's insurance program. Additionally, the Benefits Booklet will be maintained on the City's intranet site.

Section 18.9. Training.
The City will offer training on all insurance benefits to employees of the bargaining unit during the term of this Contract.

ARTICLE 19 - GENERAL PROVISIONS

Section 19.1. 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 Agreement denoting gender shall refer to both the masculine and feminine.

Section 19.2. Ratification and Amendment.
This Agreement shall become effective when ratified by the City Council and CMAGE/CWA and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of authorized representatives of both parties.

Section 19.3. External Law.
If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

Section 19.4. Application of Agreement to Part-Time Employees.
Except as otherwise specifically provided elsewhere in this Agreement, part-time employees in the bargaining unit shall not be eligible for any fringe benefits under this Agreement, including but not limited to sick leave, other leaves of absence, holidays, vacations, insurance, service credit and tuition reimbursement.

Section 19.5. Uniforms.
Employees who are required by the Appointing Authority to wear a prescribed uniform in the performance of their duty as City employees shall be furnished such uniforms and replacements in accordance with rules established by the Appointing Authority and may be subject to applicable taxes and paid by employees.

Section 19.6. 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, and shall update this information with their payroll clerk to keep it current at all times.

Section 19.7. Agreement Copies.
The City and the Union will jointly select a printer to print copies of the final signed version of this Agreement. The City will pay for the number of copies it orders for use by City administrative personnel, and CMAGE/CWA will pay for the number of copies it orders for distribution to bargaining unit employees.

Section 19.8. Job Vacancies and Transfers.
The Civil Service process shall continue to be used for filling of positions. The Appointing Authority will give fair consideration for same classification transfers across departments requested by CMAGE/CWA employees. An unfilled position becomes a vacancy for the purposes of seniority bidding only when the Appointing Authority or designee determines to post the position. Seniority bidding for a vacant position is permitted only within a classification and a division.

An employee shall be permitted a reasonable period of time to interview for other positions within the employment of the City of Columbus during regular working hours with prior approval of the Appointing Authority or designee, provided it does not create a hardship or interfere with operational needs. Such request shall be made in writing on a form designated by the City.

Section 19.9. Seniority List.
The City will provide the Union with a seniority list of all employees in the bargaining unit upon request. Seniority lists shall contain the name, job classification, department/division and date of classification seniority of all employees in the unit. The City shall meet with the Union to review the seniority list whenever necessary to correct any reported errors.

ARTICLE 20 - IMPASSE RESOLUTION

Section 20.1. Changes in Conditions of Employment Which Are Not Specifically Established by the Agreement.

Any term and/or conditions of employment not specifically established by this Agreement 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 the Agreement. The parties agree the City may implement changes in terms and conditions of employment during the term of the Agreement where the subject matter of the change is a mandatory subject of bargaining under Ohio Revised Code (ORC), Chapter 4117, and where the Agreement 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, parties agree that the Union may choose to grieve the matter to arbitration pursuant to the arbitration provisions of Section 8.2, Step 3 except that the parties shall share the expenses equally. 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 the Agreement. 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. If the City intends to modify, establish or eliminate any term or condition of employment which is not expressly addressed in the parties' Agreement, 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 Section 5.3 of the Agreement, 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 Agreement.

Section 20.2. Changes in Conditions of Employment Which Are Specifically Established by the Agreement.

The parties may, by mutual agreement, reopen negotiations to expand, clarify, modify or amend provisions of this Agreement. In order to amend the Agreement, the party proposing the amendment shall identify to the other party the specific section(s) of the Agreement to be reopened. Except as stated in other sections of this Agreement, neither party shall be obligated to agree to reopen the Agreement.

In addition to reopening this Agreement for the purpose of amendment, the parties may enter into written memoranda of understanding that define, clarify, interpret or construe the meaning of specific Agreement sections. Such memoranda of understanding shall not be valid until signed by the Director of Human Resources or designee and appropriate Union officials. Such memoranda of understanding cease to exist at the date stated therein or the expiration of the current Agreement (whichever is less) unless the parties specifically incorporate them by reference into the successor Agreement. Any action taken by the Civil Service Commission which would change Appendix B of this Agreement shall be accomplished by a memorandum of understanding.

ARTICLE 21 - SAVINGS

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE 22 - LAYOFFS

The Civil Service Commission is responsible for the establishment and enforcement of the rules governing layoffs. Both the City and the Union agree to strictly adhere to Civil Service Rule XII C. as provided in Appendix G of this Agreement.

The parties further agree that the names of any laid-off provisional employees or employees in noncompetitive classifications shall be placed on the appropriate recall list for the Department which initiated the layoff, 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 the Civil Service Rules. No recall list shall remain in effect after a competitive eligible list for the class has been established.

ARTICLE 23 – CONTINUING EDUCATION/TRAINING

Section 23.1. Tuition Reimbursement.

All full-time employees who have completed one or more years of continuous active service prior to the date of the start of a course(s) shall be eligible for a reimbursement of instructional fees, laboratory fees and general fees of up to three thousand dollars ($3,000) for undergraduate studies per calendar year; up to three thousand six hundred dollars ($3,600) per calendar year for graduate studies; or up to one thousand five hundred dollars ($1,500) for courses for continuing education voluntarily undertaken by the employee which is directly related to the employee's job duties. Such tuition reimbursement shall be taxable if required by law. Effective January 1, 2010, reimbursement of instructional fees, laboratory fees and general fees will increase to four thousand five hundred dollars ($4,500) for undergraduate studies per calendar year; up to five thousand five hundred dollars ($5,500) per calendar year for graduate studies; or up to two thousand dollars ($2,000) for courses for continuing education. 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) 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.

(C) Tuition reimbursement shall be extended to include reimbursement for course fees for continuing education required as a condition of maintaining a license or certification which the employee is required to maintain as a condition of his/her employment as provided in the Civil Service Commission classification specification (for example, law license, CPA, tree trimming license).

(D) All undergraduate and graduate courses must be taken during other than scheduled working hours. Continuing education courses may be taken during scheduled working hours with the approval of the Appointing Authority. All scheduled hours for courses of instruction must be filed through the Appointing Authority or his/her designee and forwarded to the Department of Human Resources. All courses are subject to approval by the Department of Human Resources. 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.

(E) Institutions must be located, courses of instruction given or conferences or seminars must be held within Franklin County or adjoining counties. 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. Seminars, conferences and workshops will only be considered for reimbursement under the provisions of Section 23.1(C).

(F) The Director of Human Resources or designee shall determine the approved institutions for which reimbursement for instructional fees and associated fees (general and laboratory) may be made under this Section. Only those institutions approved the by Department of Human Resources shall establish eligibility of the employee to receive reimbursement. 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 thirty (30) days or less than ten (10) days prior to the first day of the scheduled course(s).

(G) 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. 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.

(H) Reimbursement for instructional fees and associated general, laboratory fees or continuing education fees will be made when the employee satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or the original of the unpaid invoice from the institution confirming completion of the approved course.

(I) 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 associated fees.

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

(K) An employee participating in the tuition reimbursement program who terminates City employment for any reason (other than layoff or death) must repay the tuition reimbursement, paid by the City for courses taken

within the following time frames based on the employee's termination date (pay back period to be based on the date the course or semester ended, not the date of payment by the City):

2 years - undergraduate studies/graduate studies

3 years - J.D./PhD studies

Any amounts due to the City under this pay back requirement shall be deducted from the employee's final paycheck. The employee shall make arrangements for payment of any additional balance due with the Department of Human Resources before his/her last day of employment.

Section 23.2. General Educational Development (GED Program).

Each full-time employee with one 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 $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 any 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 to the Department of Human Resources through his/her department/division.

(C) No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, childcare, meals, or any other expense connected with the GED preparation or examination, except the cost of the examination fee as outlined 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 Director of Human Resources or designee 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 Human Resources or designee to be responsible for establishing rules, devising forms, and keeping records.

ARTICLE 24 – TRIAL QUALITY IMPROVEMENT PROCESSES

Section 24.1. Statement of Principle.

The City and the Union are mutually committed to a trial for the life of this Agreement to promote continual improvement of quality City-provided services through a joint partnership involving union leaders and staff and the bargaining unit members they represent, City directors and their management staff at all levels of their organization. This partnership of union and management shall be known as the Continuing Quality Improvement Process CQIP (CQIP). The principles of the Article shall apply in all quality improvement processes utilized in the City with CMAGE/CWA bargaining unit employees. CQIP will be jointly developed, implemented, and monitored. It is recognized by the parties that CQIP is a separate process from the normal collective bargaining and agreement administration procedures.

The purpose of CQIP will be to establish a quality work culture and environment which allows for a collaboration of management and bargaining unit talents through use of the quality processes and procedures to develop and deliver quality services through union and management teamwork and employee involvement and empowerment. As a result of their mutual commitment to improving quality services, the parties agree that quality outcomes and improvements resulting from CQIP will not be used as the basis or rationale for layoffs.

Section 24.2. Scope of Activities.

No strategic operations team or problem solving team will have the authority to discuss, change, modify or infringe upon issues, which are related to wages, hours, and terms and conditions of employment. Whenever a matter covered by a collective bargaining agreement is raised in a strategic operations team, or problem solving process team, the matter shall be suspended until the members of the Citywide Labor Management Committee have expressly agreed to continued involvement by the strategic operations team or the labor management team.

The following represent general examples of items or issues, which may or may not be worked on by the strategic operations team:

Off Limit Activities	**Acceptable Activities**
Wages	City Quality Service or City Product
Grievances	Work Environment Safety
Union Agreement Interpretations	Reduction in Paperwork
Benefits	Savings in Time, Effort or the Handling of Materials
City Policy and Working Conditions	Improvement in Process, Methods or Systems
Classification	Improvements in Facilities, Tools or Equipment
Discipline	Elimination of Waste of Materials and Supplies
Working Hours	Reductions in Hazards to People or Property

Whenever there is a discussion over off-limit activities as stated above, or other matters which are normally reserved to the collective bargaining process, no final decision or action shall be taken except through the grievance or collective bargaining process agreed to by the parties.

Section 24.3. Strategic Operations Team (SOT).
CQIP will be directed by a Joint City/Union Strategic Operations Team (SOT) composed of an equal number of management appointees and representatives of each union representing City employees, which choose to participate. The parties may mutually agree to add members to the committee. Each shall also have a Joint City/Union SOT. All CMAGE/CWA representatives shall be selected by the CMAGE/CWA president.

Time spent on authorized CQIP matters shall be considered time worked. Whenever possible, SOT meetings will be held during working hours of the employer. Employees may have their regular schedule adjusted to coincide with such meetings.

SOT at each level will have the responsibility for the development of plans and activities for the implementation of principles and processes described in Section 2, as well as the review of plans developed by subordinate SOT's and the oversight of CQIP activities within their jurisdiction. CQIP issues and matters, which are not resolved at the SOT level, may be referred to the next higher SOT level for assistance and advice.

Section 24.4. Training.
Training for all managers, supervisors, employees and Union leaders and staff in the concepts, skills and techniques of the CQIP will be conducted at the City's expense. It is the intent of this Agreement that insofar as it is practical, bargaining unit leadership and their exempt counterparts (e.g., local Union President, Officers, City Directors, Assistant and Deputy Directors) will attend the same training. Whenever possible, the training in CQIP matters will be presented by a joint union/management team, members of which will be designated by each party. The training will consist of the training offered or

authorized through the City Office of Quality, as authorized by the Joint Labor/Management Committee.

Section 24.5. Employment Security Assurances.
Quality outcomes and improvements resulting from CQIP will not be used as the basis or rationale for layoffs. If, as the result of the CQIP actions or recommendations, CMAGE/CWA classifications are changed or altered, jobs are abolished, or positions eliminated, management shall attempt to find other suitable employment within the CMAGE/CWA employee's job family. If an affected employee's current pay rate is higher than the maximum pay rate of a new position, the employee's salary shall be placed in Step X until such time as the employee's pay schedule catches up to the Step X hourly rate. CMAGE/CWA employees shall not be subjected to loss of pay or layoff pending suitable placement under this Section.

No provision of this Agreement shall be construed to prevent the City from exercising its rights provided in this Agreement or in law to layoff bargaining unit employees or abolish bargaining unit positions for reasons other than outcomes and improvements resulting from CQIP.

ARTICLE 25 – TIME DONATION PROGRAM

Section 25.1. Purpose.
A time donation program has been 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 Agreement.

Section 25.2. 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 CMAGE/CWA. The Union 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 25.3. 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 26 - ENTIRE AGREEMENT

This Agreement 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. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining as defined by State law, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically provided in Section 2.3 and Article 20, the City and CMAGE/CWA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, including the impact or effects of the City's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is expressly agreed that the City may unilaterally make and implement decisions consistent with the City's rights as set forth in Article 5, even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement; provided only that the City's exercise of its management rights shall be subject to employees' individual rights (i.e., those derived from sources other than this Agreement and the collective bargaining relationship which produced it) as provided in Section 5.1 and Article 20.

ARTICLE 27 – DURATION OF AGREEMENT

This Agreement shall be effective when executed by authorized representatives of both parties and shall remain in full force and effect until 11:59 p.m. on April 23, 2011. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the April 24 anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

In the event either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereunto have set their hands this 3RD day of March, 2010.

FOR THE CITY:

Michael B. Coleman, Mayor
City of Columbus

Janet S. (Campbell) Lanza
Chief Negotiator

Chester C. Christie, Director
Department of Human Resources

Kathleen M. Daugherty
Department of Recreation & Parks

Evan L. Harper
Department of Technology

Mark E. Kouns
Department of Public Utilities

Cheri N. Mason
Department of Public Service

Scott S. Messer
Department of Development

James D. Reynolds
Department of Human Resources

Inab A. Tadros
Department of Finance & Management

FOR THE UNION:

Brien L. Bellous
President, CMAGE/CWA Local 4502

William H. Bain, CWA District 4
Chief Negotiator

Seth Rosen
Vice President, CWA, District 4

Kimberly A. Bentley
Department of Technology

Vonna Sue Hayes
Department of Public Utilities

Robert E. Hutchinson
Department of Public Utilities

Mark D. Stansbery
Department of Recreation & Parks

Rita M. Stone
Department of Public Utilities

Michael E. Vance
Department of Public Utilities

Jonathan C. Wentz, Esq.
Counsel

APPENDIX A - Pay Plan

CMAGE/CWA PAY STRUCTURE
Effective beginning of the pay period that includes August 24, 2008

Pay Grade	Entry	2nd Q	Market	4th Q	Maximum
60	**32.38**	36.43	**40.47**	44.52	**48.56**
	67,343	75,776	84,179	92,597	101,015
59	**28.90**	32.52	**36.13**	39.74	**43.35**
	60,116	67,646	75,146	82,666	90,175
58	**25.81**	29.03	**32.26**	35.49	**38.71**
	53,680	60,390	67,100	73,810	80,519
57	**23.04**	25.92	**28.81**	31.69	**34.57**
	47,932	53,923	59,915	65,906	71,898
56	**20.57**	23.15	**25.71**	28.29	**30.86**
	42,789	48,150	53,486	58,835	64,184
55	**18.36**	20.65	**22.95**	25.24	**27.54**
	38,184	42,961	47,730	52,503	57,276
54	**16.40**	18.45	**20.50**	22.55	**24.60**
	34,117	38,382	42,646	46,911	51,175
53	**14.65**	16.48	**18.31**	20.15	**21.97**
	30,470	34,279	38,088	41,911	45,705
52	**13.32**	14.98	**16.64**	18.31	**19.97**
	27,697	31,159	34,621	38,083	41,545
51	**12.11**	13.62	**15.14**	16.65	**18.17**
	25,193	28,340	31,491	34,640	37,789
50	**11.10**	12.49	**13.88**	15.27	**16.65**
	23,092	25,978	28,865	31,764	34,638

CMAGE/CWA PAY STRUCTURE
Effective beginning of the pay period that includes January 1, 2010

Pay Grade	Entry	2nd Q	Market	4th Q	Maximum
60	32.87	36.98	41.08	45.19	49.29
	$68,370	$76,918	$85,446	$93,995	$102,523
59	29.34	33.01	36.67	40.34	44.00
	$61,027	$68,661	$76,274	$83,907	$91,520
58	26.20	29.47	32.74	36.02	39.29
	$54,496	$61,298	$68,099	$74,922	$81,723
57	23.40	26.32	29.24	32.16	35.08
	$48,672	$54,746	$60,819	$66,893	$72,966
56	20.88	23.49	26.10	28.71	31.32
	$43,430	$48,859	$54,288	$59,717	$65,146
55	18.64	20.97	23.29	25.62	27.94
	$38,771	$43,618	$48,443	$53,290	$58,115
54	16.65	18.73	20.81	22.89	24.97
	$34,632	$38,958	$43,285	$47,611	$51,938
53	14.87	16.73	18.58	20.45	22.31
	$30,930	$34,798	$38,646	$42,536	$46,405
52	13.51	15.20	16.89	18.59	20.28
	$28,101	$31,616	$35,131	$38,667	$42,182
51	12.29	13.83	15.37	16.91	18.44
	$25,563	$28,766	$31,970	$35,173	$38,355
50	11.27	12.68	14.09	15.50	16.90
	$23,442	$26,374	$29,307	$32,240	$35,152

CMAGE/CWA PAY STRUCTURE
Effective beginning of the pay period that includes January 1, 2011

Pay Grade	Entry	2nd Q	Market	4th Q	Maximum
60	33.36	37.53	41.70	45.87	50.03
	$69,389	$78,062	$86,736	$95,410	$104,062
59	29.78	33.50	37.22	40.94	44.66
	$61,942	$69,680	$77,418	$85,155	$92,893
58	26.59	29.91	33.23	36.56	39.88
	$55,307	$62,213	$69,118	$76,045	$82,950
57	23.75	26.72	29.68	32.65	35.61
	$49,400	$55,578	$61,734	$67,912	$74,069
56	21.19	23.84	26.49	29.14	31.79
	$44,075	$49,587	$55,099	$60,611	$66,123
55	18.92	21.28	23.64	26.00	28.36
	$39,354	$44,262	$49,171	$54,080	$58,989
54	16.90	19.01	21.12	23.23	25.34
	$35,152	$39,541	$43,930	$48,318	$52,707
53	15.09	16.98	18.86	20.75	22.64
	$31,387	$35,318	$39,229	$43,160	$47,091
52	13.71	15.43	17.14	18.86	20.58
	$28,517	$32,094	$35,651	$39,229	$42,806
51	12.47	14.04	15.60	17.16	18.72
	$25,938	$29,203	$32,448	$35,693	$38,938
50	11.44	12.87	14.30	15.73	17.15
	$23,795	$26,770	$29,744	$32,718	$35,672

APPENDIX B
Correlation of Pay Grades to Job Classifications

APPENDIX B

CORRELATION OF PAY GRADES TO JOB CLASSIFICATIONS

Job Code	BU Code	Job Title	Pay Grade
0440	D	311 Service Supervisor	55
1235	D	Accountant II	54
0820	D	Administrative Secretary (U) *	53
0773	D	Administrative Secretary *	54
0579	D	Analyst Programmer I	55
3763	D	Arborist	55
3457	D	Automotive Mechanic Supervisor II	57
3495	D	Building Maintenance Supervisor I	54
3496	D	Building Maintenance Supervisor II	56
3675	D	Communication Systems Specialist	56
0497	D	Commission Secretary (U)	54
3897	D	Composting Facility Supervisor	56
0436	D	Customer Service Supervisor	55
0552	D	Desktop Support Technician	55
3670	D	Electronic System Specialist	56
3669	D	Electronic System Technician Supervisor	56
1028	D	Engineer-in-Training I	55
1353	D	Fleet Administrative Specialist	54
3697	D	Gardener Supervisor	54
0545	D	GIS Technician	55
3187	D	Golf Assistant Professional	52
0544	D	Help Desk Representative	54
1538	D	Horticultural Specialist I	52
1539	D	Horticultural Specialist II	54
0854	D	Human Resources Representative *	53

Job Code	BU Code	Job Title	Pay Grade
0661	D	Income Tax Auditor Supervisor	57
1993	D	Legal Administrative Assistant (U)	52
1991	D	Legal Advocate (U)	54
1990	D	Legal Intake Counselor (U)	50
0517	D	Legal Secretary (U)	53
0779	D	Management Analyst I	54
0521	D	Network Analyst	56
0409	D	Office Assistant III	54
1240	D	Office Manager *	55
3023	D	Parking Enforcement Supervisor	53
3773	D	Parks Maintenance Assistant Manager	55
0414	D	Payroll/Benefits Clerk	53
0900	D	Personnel Analyst I	55
3815	D	Plant Maintenance Supervisor II	56
0446	D	Police Records Technician Supervisor	54
0580	D	Programmer Analyst	57
0784	D	Purchasing Coordinator	54
3196	D	Recreation Program Specialist	53
3929	D	Refuse Container Assembler and Repairer	50
1718	D	Safety Program Manager *	56
3539	D	Security Specialist Supervisor	53
3969	D	Sewer Maintenance Supervisor II	56
3314	D	Sewer Service Supervisor (Emergency)	56
3974	D	Sewer Telemonitoring Supervisor	56
3779	D	Sports Field Maintenance Supervisor	55
3989	D	Street Cleaning and Maintenance Supervisor	55

Job Code	BU Code	Job Title	Pay Grade
0553	D	Technical Support Analyst	57
4026	D	Traffic Line Supervisor I	55
4010	D	Traffic Sign Shop Supervisor	55
0729	D	Utility Consumer Transactions Coordinator	52
3876	D	Wastewater Plant Supervisor II	57
1862	D	Wastewater Pretreatment Analyst	54
1861	D	Wastewater Pretreatment Technician II	53
4052	D	Water Maintenance Manager	58
4041	D	Water Maintenance Supervisor II	56
3882	D	Water Plant Operator II	55
1871	D	Water Protection Specialist I	53
1872	D	Water Protection Specialist II	54
3278	D	Water Service Supervisor	55
0525	D	Web Content Coordinator	56
0569	D	Word Processing Equipment Operator	50
0441	E	311 Service Manager	56
0870	E	Aging Programs Care Coordinator	54
0867	E	Aging Programs Case Management Supervisor I	55
0876	E	Aging Programs Case Management Supervisor II	56
0874	E	Aging Programs Manager	59
0877	E	Aging Programs Outreach Specialist	54
0875	E	Aging Programs Provider Relations Specialist	55
1215	E	Architect	59

Job Code	BU Code	Job Title	Pay Grade
1769	E	Building Inspector II	57
3497	E	Building Maintenance Manager	57
1116	E	Building Plan Examiner II	58
1117	E	Building Plans Examiner Supervisor	59
2016	E	Building Services Specialist	54
2000	E	Business Development Specialist *	56
1252	E	Business Manager *	57
0543	E	Business Systems Analyst	59
0269	E	Cable Television Manager	58
3558	E	Cable Worker Supervisor II	57
1530	E	City Forester	57
0527	E	Citywide Web Coordinator	57
0763	E	Claims Investigator	55
3676	E	Communication Systems Manager	58
0796	E	Community Relations Coordinator *	55
0541	E	Computer Operations Supervisor	57
1024	E	Construction Material Analysis Coordinator	57
0437	E	Customer Service Manager	56
4056	E	Damage Prevention Program Manager	56
0572	E	Database Administrator	59
2015	E	Development Program Coordinator	59
0350	E	Development Program Manager	57
2028	E	Development Research Coordinator	57
2017	E	Economic Development Program Supervisor	57
3619	E	Electric Metering Supervisor II	55
1783	E	Electrical Inspector II	57
3581	E	Electricity Distribution Assistant Manager	58
3582	E	Electricity Distribution Manager	59
3671	E	Electronic System Coordinator	58

Job Code	BU Code	Job Title	Pay Grade
1627	E	EMS Instructor II	57
0756	E	Energy Programs Coordinator	57
1046	E	Engineer I	57
1047	E	Engineer II	58
1048	E	Engineer III	59
1049	E	Engineer IV	60
1104	E	Engineering Associate III	56
1029	E	Engineer-in-Training II	56
0800	E	Equal Opportunity Representative	55
0799	E	Equal Opportunity Specialist *	57
3498	E	Facilities Projects Manager	58
1120	E	Fire Protection Plans Reviewer	56
0845	E	Fleet Operations Assistant Manager	58
3454	E	Fleet Coordinator	58
0549	E	GIS Analyst	57
3714	E	Golf Course Maintenance Manager	57
3189	E	Golf Professional	53
3191	E	Golf Program Manager	56
2029	E	Graphics Designer	54
0762	E	Historic Preservation Officer	59
1540	E	Horticulturist	56
2049	E	Housing Rehabilitation Programs Coordinator	56
0855	E	Human Resources Analyst*	56
0662	E	Income Tax Auditor Specialist	57
1847	E	Industrial Hygienist *	58
0566	E	Information Architect	57
0548	E	Information Systems Analyst	57
0869	E	Information Systems Manager	59

Job Code	BU Code	Job Title	Pay Grade
0603	E	Information Technology Account Manager	59
1335	E	Inventory Control Manager	56
0751	E	Keep Columbus Beautiful Manager	55
3010	E	Latent Print Examiner	55
3011	E	Latent Print Supervisor	56
1999	E	Legal Administrative Coordinator (U)	55
1998	E	Legal Investigator/Paralegal (U)	54
1893	E	License Supervisor	54
0780	E	Management Analyst II *	57
1816	E	Mechanical Inspector II	57
0083	E	Natural Resources Manager	57
3155	E	Nature Programs Administrative Manager	56
3154	E	Nature Programs Developer	54
0522	E	Network Administrator	57
0523	E	Network Engineer	58
1201	E	Parks Development Specialist	56
3778	E	Parks Maintenance Manager	57
1203	E	Parks Planning and Design Manager	57
1945	E	Photography Laboratory Manager	54
2011	E	Planner II	56
2012	E	Planning Manager	58
3817	E	Plant Maintenance Assistant Manager	57
3816	E	Plant Maintenance Manager	58
1162	E	Plant Operations and Maintenance Training Coordinator	56
1776	E	Plumbing Inspector II	57

Job Code	BU Code	Job Title	Pay Grade
3016	E	Polygraphist	57
3569	E	Power Line Worker Supervisor II	57
1932	E	Pretreatment Program Manager	58
3104	E	Public Relations Specialist I *	54
3105	E	Public Relations Specialist II *	57
2027	E	Real Estate Asset Manager	57
1997	E	Real Estate Specialist (U)	58
3166	E	Recreation Administrative Coordinator	58
3165	E	Recreation Administrative Manager	56
0786	E	Recreation and Parks Marketing/Fundraising Coordinator	58
3164	E	Recreation Center Manager	55
3163	E	Recreation Supervisor	54
3931	E	Refuse Collection District Assistant Manager	57
3933	E	Refuse Collection District Manager	58
1161	E	Regulatory Compliance Advisor	59
2036	E	Relocation Program Manager	57
2083	E	Research Analyst Specialist	57
0287	E	Sealer of Weights and Measures	56
0581	E	Senior Programmer Analyst	58
0563	E	Senior Systems Administrator	58
3970	E	Sewer Maintenance Assistant Manager	59
3971	E	Sewer Maintenance Manager	60
3991	E	Street Maintenance Assistant Manager	57
3990	E	Street Maintenance Manager	58
1016	E	Surveyor	57
0564	E	Systems Administrator	57
4029	E	Traffic Line Supervisor II	57
4032	E	Traffic Maintenance Manager	58
4019	E	Traffic Maintenance Supervisor II	56
1043	E	Utilities Permits Manager	57
0865	E	Utility Customer Services Coordinator	59
3280	E	Utility Service Manager	57

Job Code	BU Code	Job Title	Pay Grade
0863	E	**Utility Services Coordinator**	**58**
1929	E	Wastewater Chemist II	56
1930	E	Wastewater Chemist III	58
1158	E	Wastewater Plant Assistant Manager	59
1159	E	Wastewater Plant Manager	60
1160	E	Wastewater Plants Coordinator	60
3865	E	Water Distribution Operator II	57
4046	E	Water Maintenance Assistant Coordinator	59
4047	E	Water Maintenance Coordinator	60
1170	E	Water Plant Manager	59
1169	E	Water Plant Operations Manager	58
1873	E	Water Protection Coordinator	56
1935	E	Water Research Analyst I	55
1936	E	Water Research Analyst II	56
1937	E	Water Research Lab Manager	58
1165	E	Water Supply and Treatment Coordinator	60
1173	E	Watershed Manager	59

Bargaining Unit Code Legend:

D = Overtime eligible classifications
E = Overtime exempt classifications

* An asterisk indicates job classifications in which certain individuals, because of the position they hold within a classification, are excluded by name from the bargaining unit. A list of such excluded individuals/positions was agreed to by the parties in connection with SERB Case No. 93-REP-07-0139. Such list shall be updated by the City from time-to-time as changes in personnel and/or job functions are made. Any disputes regarding proposed revisions to this list shall be resolved in accordance with the dispute resolution procedure outlined in Section 2.3(c) of this Contract.

Class Title	Pay Grade
Accountant III	N/A
Administrative Assistant	N/A
Administrative Secretary II (U)	N/A
Buyer	N/A
Economic Development Program Specialist	N/A
Electricity Consumer Service Supervisor	N/A
Human Resources Assistant	N/A
Legal Secretary	N/A
Legal Secretary I	N/A
Organizational and Employee Development Specialist I	N/A
Personnel Assistant	N/A
Personnel Interviewer	N/A
Police Artist	N/A
Radio Shop Supervisor	N/A
Secretary	N/A
Sewerage Charge Supervisor	N/A
Sewer Permit Assistant Manager	N/A
Telephone Technician Supervisor	N/A
Traffic Signal Shop Supervisor I	N/A
Word Processing Specialist	N/A
Youth Program Coordinator	N/A
Youth Service Representative	N/A
Cable Broadcast Technician	N/A
Claims Investigator	N/A
Communications Maintenance Coordinator	N/A
Control Systems Coordinator	N/A
Development Land Use Specialist	N/A
Development Rehabilitation Supervisor	N/A
Electricity Maintenance Supervisor II	N/A
Equal Employment Opportunity Officer (Public Safety Department)	N/A
Federal and State Programs Coordinator	N/A
Land Map Supervisor	N/A
Landscape Architect II	N/A
Organizational and Employee Development Specialist II*	N/A
Outreach Program Administrator	N/A
Planning Supervisor	N/A
Radio Shop Supervisor	N/A
Relocation Program Supervisor	N/A
Safety Program Coordinator	N/A
Sewer Permit Manager	N/A

Street Cleaning and Maintenance Coordinator	N/A
Street Light Engineering Coordinator	N/A
Street Maintenance Assistant Manager	N/A
Water Customer Services Assistant Coordinator	N/A

N/A Classification is not relevant to the bargaining unit because of classification abolishment through the Civil Service Commission, or seasonal designation. If the classification(s) is created or similar classification established by the Civil Service Commission, such classification will be designated a CMAGE/CWA bargaining unit classification.

APPENDIX C – Exempted Positions List

Appendix C

CMAGE/CWA Local 4502 Exempted Positions* (By Dept/Div/Position)

Dept	Div	Position	Job Code	Class Title	Exempted Duties	Current Incumbent
22	1	00114	0780	MGT. ANALYST II	Fiscal Officer for Auditor	SESTITO, ANTHONY P
22	1	00093	0409	OAIII		VACANT
23	1	00132	0780	MGT. ANALYST II	Fiscal Officer for Treasurer	VANDYKE, PATRICIA
30	1	01228	0773	ADMIN SEC	Confidential secretary in Director's Office	BUCKLEY, KAREN S.
30	1	00002	0773	ADMIN SEC	Confidential secretary in Director's Office	VACANT
30	2	00060	1240	OFFICE MGR	HR/LR for Support Services	MURPHY, KARON SUE
30	3	02444	0773	ADMIN SEC	Confidential secretary to Police Chief	RATHBURN, SHARON
30	3	03097	0855	HR ANALYST	HR/LR for Police	HOPSON, TOMEKA M
30	4	01724	0773	ADMIN SEC	Confidential secretary to Fire Chief	TYRE, EVELYN M
30	4	01540	0854	HR REP	HR/LR for Fire	CRAWFORD, RACHEL
30		TBD	TBD	TBD	HR/LR for Public Safety	VACANT
30		TBD	TBD	TBD	HR/LR for Public Safety	VACANT
44	1	00083	0855	HR ANALYST	HR/LR for Development	ELIAS, JAN M
44	1	00664	0855	HR ANALYST	HR/LR for Development	VACANT
44	1	15311	0855	OAIII	Assist with HR/LR functions for Development	VACANT
45	0	00090	0773	ADMIN SEC	Confidential secretary in Director's Office	CARSON, ARLENE KIM
45	0	00004	0855	HR ANALYST	HR/LR for Finance and Mgt.	SELBY, JOSEPH E
45	0	00488	1240	OFFICE MGR	HR/LR for Finance and MGT (Formerly Service)	VACANT
47	**1**	00346	0409	OAIII	HR/LR functions for Technology	HETTERSCHEIDT, KIM
47		TBD	TBD	TBD	HR/LR functions for Technology	VACANT
51	1	00071	1252	BUSINESS MGR.	HR/LR for COAAA	ROLLINS, PHILIP E
51	1	00169	0855	HR ANALYST	HR/LR for Recreation and Parks	LOCKLEAR, DEBORAH
51	1	04783	0855	HR ANALYST	HR/LR for Recreation and Parks	VACANT
51	1	04169	0854	HR REP	HR/LR for Recreation and Parks	HOLSINGER, VALERIE
51	1	04108	1718	SAFETY MGR	Safety Manager for Recreation and Parks	VACANT
59	1	30728	0855	HR ANALYST	HR/LR for Public Service	PERKINS, REBECCA
59	1	80215	0855	HR ANALYST	HR/LR for Public Service	BOGDAN, SHARON A
59	1	TBD	0855	HR ANALYST	HR/LR for Public Service	VACANT
59	1	30665	0409	OAIII	Assist with HR/LR functions for Public Service	(GOOD, MARY K)
59	1	TBD	0409	OAIII	Assist with HR/LR functions for Public Service	VACANT
60	0	00154	0854	HR REP	HR/LR for Public Utilities	GARRABRANT, RONALD
60	0	00022	0855	HR ANALYST	HR/LR for Public Utilities	ROSS, ROBERT J
60	0	00152	0855	HR ANALYST	HR/LR for Public Utilities	(MCGEE, KRISTA K)
60	0	00114	0855	HR ANALYST	HR/LR for Public Utilities	(BAKER, ROBERT C)
60	0	00141	0409	OAIII	Assist with HR/LR functions for Public Utilities	VACANT
60	0	88888	TBD	TBD	HR/LR for Public Utilities	DEMONS, WANDA
60	0	00129	0855	HR REP	HR/LR for Public Utilities	SMITH, LINDSAY L

() Current incumbent chooses to remain in bargaining unit.

APPENDIX D – Memoranda of Understanding

The following memoranda of understanding are carried forward and incorporated by reference in this collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING #2001-01 (Revised January 2010)
BETWEEN CMAGE/CWA LOCAL 4502
AND THE CITY OF COLUMBUS
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF POWER AND WATER (W)
PARSONS AVENUE WATER PLANT

The City of Columbus and CMAGE/CWA, the parties hereto agree the following provisions being enacted for employees in the Water Plant Operator II classification assigned to the Division of Water Parsons Avenue Water Plant.

HOLIDAY PAY

(A) The provisions contained in Article 12, 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.

(B) Any employee who does not work a day on which a holiday is celebrated shall be paid ten (10) hours straight-time hourly rate of pay for said holiday.

(C) Any employee who is working a ten (10) hour shift on a day celebrated as a holiday, shall be paid at the rate of time and one-half (1½) or double time if applicable for all hours worked, in addition to his/her regular ten (10) hours of straight time pay for the holiday.

DISABILITY LEAVE PROCEDURES

(A) All employees working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 18 of the Contract, provided however, that a 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 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.

DURATION
This MOU may be terminated by either party giving to the other thirty (30) days prior written notice of termination, but the duration shall be no longer than April 23, 2011.

FOR THE CITY:

Chester C. Christie
Director of Human Resources

9-16-10
Date

FOR CMAGE/CWA LOCAL 4502:

Brien L. Bellous
President

7/7/10
Date

Tatyana Arsh, P.E.
Director of Public Utilities

09/14/2010
Date

MEMORANDUM OF UNDERSTANDING #1999-09 (Revised January 2010)
BETWEEN CMAGE/CWA LOCAL 4502
AND THE CITY OF COLUMBUS
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF SEWERAGE AND DRAINAGE
COMPOST FACILITY

The City of Columbus and CMAGE/CWA, the parties hereto agree to the following provisions being enacted for the supervisors of the Division of Sewerage and Drainage, Compost Facility.

(1) HOURS OF WORK

(A) The normal work week shall consist of four (4) ten (10) hour days that shall be worked as follows:

Workgroup A	Sunday - Wednesday	5:45 A.M. - 4:15 P.M.
Workgroup B	Wednesday - Saturday	5:45 A.M. - 4:15 P.M.

(2) HOLIDAY PAY

(A) The provisions contained in Article 12, of the Collective Bargaining Agreement (herein referred to as the Agreement) shall govern the eligibility and usage of holiday pay for those supervisors covered herein, unless specifically changed hereunder.

(B) Any supervisor who does not work on a day on which a holiday is celebrated shall be paid ten (10) hours of straight time at his/her regular hourly rate of pay for said holiday.

(C) Any supervisor who is working a ten (10) hour shift 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/her regular ten (10) hours of straight time pay for the holiday.

(D) If a holiday falls on:

Workgroup	Regular Day Off	Holiday Falls	Holiday Celebrated
A	Thursday, Friday, Saturday	Thursday, Friday	Wednesday
A	Thursday, Friday, Saturday	Saturday	Sunday
B	Sunday, Monday, Tuesday	Sunday, Monday	Saturday
B	Sunday, Monday, Tuesday	Tuesday	Wednesday

(3) DISABILITY LEAVE PROCEDURES

The supervisor working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 18 of the Agreement; provided, however, that any ten (10) hour supervisor on approved disability leave shall receive 81% of said supervisor's gross wages under the following formula:

1. The supervisor's gross wage shall be computed on a forty (40) hour workweek for each full week in which a supervisor is off work.

2. The supervisor shall receive 81% of his/her gross wage based upon said forty (40) hour workweek for each full week the supervisor is off work.

3. For any partial week in which a supervisor is on the disability program, said supervisor shall receive 81% of his/her gross wages, under the above noted formula prorated to the number of hours said supervisor is off work due to disability during his/her regularly scheduled work week.

(4) VACATION LEAVE

Any supervisor 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 for said day off. For vacation leaves of less than one full day, a supervisor shall be charged in increments of one-tenth (1/10) hour for all time off during any shift.

(5) SICK LEAVE ENTITLEMENT AND USAGE

Sick leave entitlement and usage shall be administered in accordance with the provisions of Article 13 of the Agreement with the following modification:

For each ten (10) hours of regular work from which the supervisor is absent, sick leave shall be used at the rate of ten (10) hours. For sick leave of less than one full work day, a supervisor shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any shift.

(6) OVERTIME ELIGIBILITY AND PAY

Overtime eligibility and pay shall be administered as provided in Article 15 of the Agreement.

(7) 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 be no longer than April 23, 2011.

FOR THE CITY:

Chester C. Christie
Director of Human Resources

9-16-10
Date

FOR CMAGE/CWA LOCAL 4502:

Brien L. Bellous
President

7/7/10
Date

Tatyana Arsh, P.E.
Director of Public Utilities

09/14/2010
Date

MEMORANDUM OF UNDERSTANDING #1999-07 (Revised January 2010)
BETWEEN CMAGE/CWA LOCAL 4502
AND THE CITY OF COLUMBUS
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF POWER AND WATER (W)
FIELD SERVICE SECTION

The City of Columbus and CMAGE/CWA, the parties hereto agree to the following provisions being enacted for the supervisors of the Division of Power and Water (W), Field Service Section.

HOURS OF WORK

The normal work week shall consist of four (4) ten (10) hour days that shall be worked Monday – Thursday, 7:00 a.m. - 5:30 p.m.

HOLIDAY PAY

(A) The provisions contained in Article 12 of the Collective Bargaining Agreement (hereinafter referred to as Agreement) shall govern the eligibility and usage of holiday pay for those supervisors covered herein, unless specifically changed hereunder.

(B) Any supervisor who does not work a day on which a holiday is celebrated shall be paid ten (10) hours straight-time hourly rate of pay for said holiday.

(C) Any supervisor who is working a ten (10) hour shift on a day celebrated as a holiday, shall be paid at the rate of time and one-half (1½) for all hours worked, in addition to his/her regularly ten (10) hours of straight-time hourly pay for the holiday.

(D) If supervisor is assigned to shift A and a holiday falls on Friday or Saturday, the holiday will be celebrated on Thursday.

DISABILITY LEAVE PROCEDURES

(A) The supervisor working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 18 of the Agreement; provided, however, that any ten (10) hour supervisor on approved disability leave shall receive 81% of said supervisor's gross wage under the following formula:

1. The supervisor's gross wage shall be computed on a forty (40) hour workweek for each full week in which a supervisor is off work.

2. The supervisor shall receive 81% of his/her gross wage based upon said forty (40) hour workweek for each full week the supervisor is off work.

3. For any partial week in which a supervisor is on the disability program, said supervisor shall receive 81% of his/her gross wages, under the above noted formula prorated to the number of hours said supervisor is off work due to disability during his/her regularly scheduled work week.

VACATION LEAVE

(A) Any supervisor 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 full work day, a supervisor shall be charged in increments of one-tenth (1/10) hour for all time off during any shift.

(B) The number of supervisors 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.

SICK LEAVE ENTITLEMENT AND USAGE

Sick leave entitlement and usage shall be administered in accordance with the provisions of Article 13 of the Agreement with the following modifications:

For each ten (10) hours of regular work from which the supervisor 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, a supervisor 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

Overtime eligibility and pay shall be administered as provided in Article 15 of the Agreement.

DURATION

This MOU may be terminated by either party giving to the other at least thirty (30) days prior written notice of termination but the duration shall be no longer than April 23, 2011.

FOR THE CITY:

Chester C. Christie
Director of Human Resources

9-16-10
Date

Tatyana Arsh, P.E.
Director of Public Utilities

09/14/2010
Date

FOR CMAGE/CWA LOCAL 4502:

Brien L. Bellous
President

7/7/10
Date

MEMORANDUM OF UNDERSTANDING #1999-06 (Revised January 2010)
BETWEEN CMAGE/CWA LOCAL 4502
AND THE CITY OF COLUMBUS
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF POWER AND WATER (P)

The City of Columbus and CMAGE/CWA, the parties hereto agree to the following provisions being enacted for the employees of the Division of Power and Water (P) in the classifications of Accountant III, Management Analyst I, Management Analyst II, Administrative Assistant, Administrative Secretary, Analyst Programmer II, Business Development Specialist, Cable Worker Supervisor II, Customer Service Manager Customer Service Supervisor, Electric Metering Supervisor II, Electricity Distribution Assistant Manager, Electricity Distribution Manager, Engineer II, Engineering Associate III, Inventory Control Property Manager, Power Line Supervisor II, Street Light Engineering Coordinator, and Utilities Consumer Transactions Coordinator.

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 (2) consecutive days off. 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 5:00 a.m. and 8:00 a.m. and the quitting time will be between the hours of 3:30 p.m. and 6:00 p.m.

   Group A will work Monday through Thursday.

   Group B will work Tuesday through Friday.

HOLIDAY PAY

A. The provisions contained in Article 12 of the Collective Bargaining Agreement (herein referred to as the Agreement) 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 on a day on which a holiday is celebrated shall be paid ten (10) hours straight-time hours of pay for said holiday.

C. Any employee who is working a ten (10) hour shift 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 their regular ten (10) hours of straight-time pay for the holiday.

D. Pursuant to Article 12, 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 "Group A" the holiday will be observed on the following Monday; if the holiday falls on the middle day off for "Group B" the holiday will be observed on the preceding Friday.

DISABILITY LEAVE PROCEDURES

A. The employee working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 18 of the Agreement; provided, however, that any ten (10) hour employee on approved disability leave shall receive 81% of said employee's gross wages 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 their 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, said employee shall receive 81% of his/her gross wages, under the above noted formula prorated to the number of hours said employee is off work due to disability during his/her regularly scheduled work week.

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 for said day off. For vacation leaves of less than one full day, an employee shall be charged in increments of one-tenth (1/10) hour for all time off during any shift.

SICK LEAVE ENTITLEMENT AND USAGE

Sick leave entitlement and usage shall be administered in accordance with the provision of Article 13 of the Agreement with the following modification:

> For each ten (10) hours of regular work from which the employee is absent, sick leave 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) for all time on sick leave during any shift.

OVERTIME ELIGIBILITY AND PAY

Overtime eligibility and pay shall be administered as provided in Article 15 of the Agreement.

DURATION

This Memorandum of Understanding may be terminated by either party giving to the other at least thirty (30) days prior written notice, but shall not extend beyond April 23, 2011.

FOR THE CITY:

Chester C. Christie
Director of Human Resources

9-16-10
Date

FOR CMAGE/CWA LOCAL 4502:

Brien L. Bellous
President

7/7/10
Date

Tatyana Arsh, P.E.
Director of Public Utilities

09/14/2010
Date

MEMORANDUM OF UNDERSTANDING #1998-06 (Revised January 2010)
BETWEEN
THE CITY OF COLUMBUS
AND
COLUMBUS MUNICIPAL ASSOCIATION OF GOVERNMENT EMPLOYEES
COMMUNICATIONS WORKERS of AMERICA LOCAL 4502

Regarding the Department of Recreation & Parks Golf Pro-Shop Operations

The City of Columbus and the Columbus Municipal Association of Government Employees (CMAGE/CWA) Local 4502 agree that the following provisions apply to the classifications of Golf Program Manager and Golf Professional with regard to the operation of the pro-shop.

1. Side Letter #3, dated November 21, 1994, of the collective bargaining Agreement shall remain in full force and effect.

2. Current employees classified as Golf Program Manager and Golf Professional shall have right of first refusal to operate the pro-shop as an independent contractor, at their respective course.

3. The City, and the employees classified as Golf Program Manager and Golf Professional shall provide for termination of the Agreement for the pro-shop operation in a separate Agreement for Services, to be entered into by the parties.

4. The City reserves the right to decline to give the right of first refusal to future employees classified as Golf Program Manager and Golf Professional.

5. The operation of a golf pro-shop by employees classified as Golf Program Manager and Golf Professional pursuant to an Agreement for Services, shall not be effected by provisions of the City Charter, specifically Section 227, or other local or state laws.

FOR THE CITY:

Janet J. (Campbell) Lanza
Labor Relations Manager

7-15-2010
Date

Alan D. McKnight, Director
Recreation & Parks Department

Date 7.15.2010

FOR CMAGE/CWA:

Brien L. Bellous
President

7/7/10
Date

MEMORANDUM OF UNDERSTANDING #1998-02 (Revised January 2010)
THE CITY OF COLUMBUS
AND
COLUMBUS MUNICIPAL ASSOCIATION OF GOVERNMENT EMPLOYEES
COMMUNICATIONS WORKERS of AMERICA LOCAL 4502

Regarding Incentive for Information Technologists

The City of Columbus and the Columbus Municipal Association of Government Employees (CMAGE/CWA) agree to the creation of a retention and recruitment incentive program to encourage the continued service of current key employees and to assist in the recruitment of certain information technology positions within the City of Columbus, as outlined herein. It is understood that eligible employees will be required to execute an acknowledgement of receipt of the bonus once received. Further, eligible employees will be required to acknowledge their understanding of the terms of this Memorandum of Understanding.

1. Employees in the Division of Information Services, who have received a performance rating of satisfactory and above and who are classified in the following classifications, shall be eligible for the incentive program:

   Programmer Analyst I
   Senior Programmer Analyst

2. The employee classified in one of the aforementioned classifications who contractually agrees to remain in the City's employ for a period of no less than one year will receive a one-time bonus, equal to ten percent (10%) of the employee's annual base salary, less applicable lawful withholdings.

3. An employee classified in one of the aforementioned classifications who contractually agrees to remain in the City's employ for a period of three years will receive an increase of two percent (2%) added to the employee's hourly base rate of pay upon completion of one year of continuous service from the date of agreement, in addition to the one-time payment (10% of the employee's annual base salary, less applicable lawful withholdings).

4. A new employee hired on or after the effective date of this agreement may be eligible for the 10% bonus, less applicable lawful withholdings, and/or the 2% wage increase dependent upon the terms negotiated at the time of hire based on training and/or experience.

5. If an employee does not fulfill the terms of the commitment (1 or 3 years) for any reason, the employee will be required to repay the incentive bonus associated with the incentive plan. The Auditor will be authorized to recover, through payroll adjustments, any amounts owed the City by the employee. The employee shall authorize this potential withholding upon receipt of the bonus/increase.

6. Appointing Authorities for departments and divisions other than the Division of Information Services may extend the terms of the retention and recruitment incentive program to employees classified in the aforementioned classifications in their respective departments with appropriate justification and approval of the Mayor or designee.

7. All payments authorized and made pursuant to this MOU shall be in addition to all general wage increases and merit pay increases to which any employee may be entitled.

8. This Memorandum of Understanding may be terminated by either party giving to the other at least thirty (30) days prior written notice, but shall not extend beyond April 23, 2011.

FOR THE CITY:

Chester C. Christie
Director of Human Resources

7-23-10
Date

Gary R. Cavin
Director of Technology

7-15-2010
Date

FOR CMAGE/CWA LOCAL 4502:

Brien L. Bellous
President

7/7/10
Date

APPENDIX E - Side Letters

NOTE: There are no Side Letters numbered 4, 5, 6, 7 and 10. They are deliberately excluded.

City of Columbus
Mayor Michael B. Coleman

Human Resources Department

Chester C. Christie, Director

90 West Broad Street
Columbus, Ohio 43215-9010
(614) 645-7206 FAX: (614) 645-5940

Side Letter #1 (Revised January 2010)

January 2010

William H. Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road, Room 700
Cleveland, Ohio 44116

Subject: 2005 - 2008 City of Columbus CMAGE/CWA Local 4502 Agreements (Check-off for CMAGE/CWA-Sponsored Voluntary Legal Insurance Plan)

Dear Bill:

This letter will confirm and document certain understandings and representations of the parties in connection with the settlement of the 1994-97 collective bargaining agreement (the "Agreement") between the City of Columbus, Ohio and the Columbus Municipal Association of Government Employees/Communications Workers Of America Local 4502 (CMAGE/CWA). Specifically, CMAGE/CWA is desirous of providing a voluntary group legal services plan to full-time members of the City bargaining units with the premiums to be paid entirely by participating members of those bargaining units and, to that end, has requested that the City grant it one payroll deduction slot for the voluntary deduction of monthly premiums from participating bargaining unit members' wages. As part of the resolution of the parties' Agreement, the City has agreed to provide CMAGE/CWA with a payroll deduction slot for this purpose, in accordance with the following terms and conditions:

1. The group legal services plan sponsored by CMAGE/CWA will be the complete and sole responsibility of CMAGE/CWA to process, administer and monitor.

2. The City will provide CMAGE/CWA access to an available payroll deduction slot (one deduction slot for use by the CMAGE/CWA City bargaining units) and will facilitate enrollment by eligible bargaining unit members of CMAGE/CWA in individual City departments by agreeing to have payroll clerks process the payroll deduction authorizations for the CMAGE/CWA-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 CMAGE/CWA in one aggregate amount by a warrant separate and apart from the warrant provided to CMAGE/CWA for dues deducted under Section 3.1 of the Agreement. All funds transmitted to CMAGE/CWA pursuant to the payroll deduction authorization for the CMAGE/CWA-sponsored group legal services plan shall be the sole responsibility of CMAGE/CWA to administer and disperse.

4. The actual amount to be deducted each month for the CMAGE/CWA-sponsored group legal services plan shall be certified to the City Auditor by the Treasurer of the Union, and shall be based on a uniform amount for each employee in order to ease the City's burden of administering this agreement. This amount will not be changed more than once each fiscal year during the life of this agreement. The Union will give the City a forty-five (45) day notice of any such change in the monthly amount to be deducted.

5. Deductions shall be made during one (1) pay period each month; if any participation bargaining unit member's pay for the period is insufficient to cover the deduction for the plan after withholding all other legal and required deductions (including CMAGE/CWA dues, if any), no deduction will be made for such employee for that month. Information concerning amounts properly not deducted under this paragraph shall be forwarded to the Treasurer of the Union, and this action will discharge the City's only responsibility with regard to such cases; there will be no retroactive deduction of such amounts from future earnings. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article 9 (No Strike-No Lockout).

6. Total deductions collected for each calendar month shall be remitted by the City to the Treasurer of CMAGE/CWA together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. CMAGE/CWA agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

7. It shall be CMAGE/CWA's sole and exclusive responsibility to administer the group legal services plan, including solicitation and distribution off information related to enrollment or participation in the plan. The City's role will be solely clerical in nature, that is, to process the amount of the payroll deduction for the CMAGE/CWA-sponsored group legal services plan and to transmit the monies deducted from the payroll to CMAGE/CWA

8. Only full-time bargaining unit members who have properly executed the required payroll deduction authorization card for the group legal services plan (a copy of which is attached hereto as Appendix F) shall be eligible to participate in the payroll deduction plan for the CMAGE/CWA-sponsored group legal services plan.

9. An annual enrollment period during the month of February each year is hereby establish, 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 CMAGE/CWA-sponsored group legal services plan until such time as CMAGE/CWA presents to the City, in a timely manner (i.e., during the month of February) 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 CMAGE/CWA sponsored legal services plan.

10. 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 signed by the participating member, or notice of an employee's death, transfer out of the bargaining unit, or termination of City employment. To be valid and effective a written revocation of the authorization for payroll deduction must be submitted and received by the City during the month of February.

11. In the event fewer than 50 eligible members of the bargaining units 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 CMAGE/CWA of the termination of this deduction. In such event, it shall be the sole responsibility of CMAGE/CWA to notify participating bargaining unit members of the termination of the payroll deduction.

12. No solicitation or enrollment activity for the CMAGE/CWA sponsored legal services plan shall take place during working hours or on City property.

13. CMAGE/CWA agrees that it 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 side letter of agreement or its implementation.

14. This side letter of agreement shall expire April 24, 2011.

Please sign this letter in the space provided below if the foregoing accurately reflects the understandings of the parties.

Sincerely,

Janet J. (Campbell) Lanza
Chief Negotiator
City of Columbus

Agreed and accepted on
behalf of CMAGE/CWA Local 4502

William H. Bain
Chief Negotiator

Date 5-13-10

City of Columbus
Mayor Michael B. Coleman

Human Resources Department

Chester C. Christie, Director

90 West Broad Street
Columbus, Ohio 43215-9010
(614) 645-7206 FAX: (614) 645-5940

Side Letter #2 (Revised January 2010)

January 2010

William H. Bain
Chief Negotiator
CMAGE/CWA, Local 4502
20525 Center Ridge Road, Room 700
Cleveland, Ohio 44116

Dear Bill:

SUBJECT: Memorandum of Understanding #1998-06

The City commits that during this Agreement period that the subject matter covered in Memorandum of Understanding #1998-06 will be referred to the City Attorney and other appropriate administrators in order to seek an arrangement which would not require a further extension of said memorandum of understanding.

Sincerely,

Janet J. (Campbell) Lanza
City's Chief Negotiator

5-13-10

Side Letter #3

November 21, 1994

William C. Moul, Esq.
Thompson, Hine and Flory
One Columbus
10 West Broad Street
Columbus, Ohio 43215-3435

Subject: 1994-97 City of Columbus CMAGE/CWA Agreement (Separate Supplemental Agreements Regarding Golf Professionals and Golf Program Managers)

Dear Bill:

This letter will confirm and document certain understandings and representations of the parties in connection with the settlement of the 1994-97 collective bargaining agreement (the "Agreement") between the City of Columbus, Ohio and the Columbus Municipal Association of Government Employees (CMAGE/CWA). Specifically, negotiators for the parties have become aware of the fact that certain terms and conditions of employment for Golf Professionals and Golf Program Managers exist which are not reflected in the parties' Agreement, and that such conditions of employment historically have been worked out directly between the City and the individuals involved. These conditions of employment include such things as arrangements for the operation of golf pro shops, individual and group lessons and the rental of equipment. The parties agree that the Agreement does not alter or affect these pre-existing arrangements, and that such conditions of employment for these individual employees shall continue to be established by individual agreements with the employees involved, which agreements will not require the ratification or approval of CMAGE/CWA. Such individual agreements shall not reduce any benefit set forth in the Agreement.

Please sign this letter in the space provided below if the foregoing accurately reflects the understandings of the parties.

Very truly yours,

Robert C. Long
Chief Negotiator
City of Columbus

Agreed and accepted on
Behalf of CMAGE/CWA
William C. Moul
Signed 2-21-1995

City of Columbus
Mayor Michael B. Coleman

Human Resources Department

Chester C. Christie, Director
90 West Broad Street
Columbus, Ohio 43215-9010
(614) 645-7206 FAX: (614) 645-5940

Side Letter #8

September 9, 2009

William H. Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road, Room 200
Cleveland, Ohio 44116

Dear Bill:

SUBJECT: Article 14, Other Leaves of Absence,
Section 14.9(H), Family Medical Leave Act (FMLA) Leave

This letter is to confirm our understanding of the following language contained in Section 14.9(H):

> "In addition, an employee may request to use compensatory time for any FMLA-qualifying reason following the use of sick leave, disability leave if applicable, and vacation, in that order. Any paid leave taken shall run concurrently with FMLA."

January 16, 2009 changes to 29 CFR 825.207 (Substitution of paid leave) permits employees to request and public employers to require the use of compensatory time in conjunction with time off for an FMLA reason. 29 CFR 825.700 permits public employers to adopt and retain more generous leave policies than provided for under the FMLA, through collective bargaining. The August 24, 2008 - April 23, 2010 Agreement does not require substitution of compensatory time for unpaid leave. However, the parties agree that mandatory substitution of compensatory time for unpaid leave under the FMLA is an appropriate subject for discussion during the term of the August 24, 2008 - April 23, 2010 Agreement. Therefore, the parties commit to meet and discuss the issue during the term of this Agreement."

Please sign in the space provided below if the foregoing accurately reflects the understanding of the parties.

Sincerely,

Janet J. Campbell Lanza
City's Chief Negotiator

Agreed and accepted on behalf of CMAGE/CWA:

5-13-10

WILLIAM H. BAIN
CMAGE/CWA Chief Negotiator

City of Columbus
Mayor Michael B. Coleman

Human Resources Department

Chester C. Christie, Director

90 West Broad Street
Columbus, Ohio 43215-9010
(614) 645-7206 FAX: (614) 645-5940

Side Letter #9

September 9, 2009

William H. Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road, Room 200
Cleveland, Ohio 44116

Dear Bill:

SUBJECT: Section 17.1(A)(2)

There was a moratorium placed on merit pay due to budgetary restrictions for any merit reviews qualifying on or after February 9, 2009. Any merit reviews for employees whose classification seniority dates fell between August 23, 2008 and February 9, 2009 were processed for merit pay, if appropriate.

The parties agree that any merit increases given since August 23, 2008 are not subject to retroactivity based on the one-time one percent (1%) pay structure movement.

This letter has no impact on settlement discussions regarding Grievance Numbers 0012-2009 or 0015-2009.

If the foregoing accurately reflects our agreement, please sign in the space provided below.

Sincerely,

Janet J. Campbell Lanza
City's Chief Negotiator

5-13-10

William H. Bain Date

City of Columbus
Mayor Michael B. Coleman

Human Resources Department

Chester C. Christie, Director

90 West Broad Street
Columbus, Ohio 43215-9010
(614) 645-7206 FAX: (614) 645-5940

Side Letter #11

September 9, 2009

William H. Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road, Room 200
Cleveland, Ohio 44116

Dear Bill:

Subject: Veterans Day

When the Mayor authorizes release time for Veterans Day, the City shall make every reasonable effort to allow CMAGE/CWA members who are veterans release time to participate in the activities.

Sincerely,

Janet J. (Campbell) Lanza
City's Chief Negotiator

Agreed and accepted on behalf of CMAGE/CWA:

5-13-10

William H. Bain

APPENDIX F – FORMS

COLUMBUS MUNICIPAL ASSOCIATION of GOVERNMENT EMPLOYEES/
COMMUNICATIONS WORKERS OF AMERICA LOCAL 4502
COLUMBUS, OHIO

PAYROLL AUTHORIZATION CARD

I hereby authorize and direct you to deduct from my wages an amount necessary to satisfy my dues to the above Union. The Treasurer of the above Union will notify you of the amount of such monthly dues and you are hereby authorized to rely on such information as it may be modified from time to time. You are further directed to promptly remit to the Treasurer all amounts so deducted from my wages.

PRINT NAME_____ SOC. SEC.NO._____

ADDRESS_____

CITY_____ ZIP_____PHONE NO_____

DEPT. _____ DIV. _____

CLASSIFICATION_____

DATE OF AUTHORIZATION _____SIGNATURE _____

This authorization shall continue in effect until cancelled by written notice signed by me and individually sent by certified mail to the City of Columbus, through the Director of Human Resources or designee, the payroll clerk of my Department and the Union Treasurer, 30 days prior to the expiration date of the Agreement.

I agree to the terms of this Agreement, and that on the effective date of this Agreement, I am a member of the CMAGE/CWA Union, and employees who become a member after the date shall maintain membership in the Union, provided that such employee may resign from the Union during a period of thirty (30) days prior to the Agreement expiration date. The payment of dues and assessment is uniformly required of the membership for the duration of this Agreement.

(When completed return to CMAGE/CWA, Local 4502, 1350 West 5th Avenue, Suite 300, Columbus, Ohio 43212)

CITY OF COLUMBUS - CMAGE/CWA LOCAL 4502
REQUEST FOR LEAVE FOR UNION BUSINESS
Revised 09/16/09

Check One: ___President/Acting__Vice President/Acting__Representative___Other

NAME:_____ DATE:_____

In accordance with Article 4 of the Agreement, 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. (Representatives are reminded they are not to leave the worksite to conduct Union business).

Expected Date:_____ Expected Start _____Am/Pm Ending _____Am/Pm Destination & Phone _____

For The Purpose of:

___ **Employee Contact**

___ **Answer Telephone Inquiry _____ Management Inquiry by_____**

___ **Complaint Investigation Issue:_____**

Resolved? Yes___ No___ If no, Grievance No. assigned_____

___ **Representative of employee under investigation ___Disciplinary Hearing**

___ **Grievance Hearing Grievance No._____ ____Step 1 ___Step 2**

___ **Representative Training**

___ **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. [Attach additional sheet for cumulative time spent.] All other situations require prior approval of the supervisor.**

_____ _____
Union Member Signature **Date**

_____ _____
Designated Management Representative **Date**

Actual Hours Charged to Union Leave _____

President/Vice President(Acting)/ Representative's/Other's Initials_____

Mgmt. Rep's Initials_____

Original: Immediate Supervisor forwards to Payroll
Copy to: Union Representative
g:\contract\CMAGE\bargaining99\Final\ReleaseCMAGE

City of Columbus
Notice to CMAGE/CWA Local 4502
Summary of Investigation

Employee: _____ **Classification:** _____

Division: _____ **Department:** _____

Date management acquired knowledge: _____

Date Investigation was completed: _____

Alleged incident:

_____

_____

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 <u>is not considered disciplinary action.</u>**

____ **Issuance of an Oral Reprimand**

____ **Issuance of an Written Reprimand**

____ **The Appointing Authority intends to bring disciplinary charges against this employee.**

_____	_____	_____
Management Designee	**Title**	**Date**

<u>Distribution:</u>
Copy: CMAGE/CWA Local 4502 Original: Investigative Package

City of Columbus
Disciplinary Reprimand Form
For Use With CMAGE/CWA Local 4502

_____ **Oral Reprimand** _____ **Written Reprimand**

Employee: _____ **Classification:** _____

Division: _____ **Department:** _____

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; Copies to Employee and Union

CMAGE/CWA LOCAL 4502

WAIVER OF UNION REPRESENTATION

Pursuant to Section 7.1(B) of the Collective Bargaining Agreement, the undersigned employee of the CMAGE/CWA Local 4502 bargaining unit agrees to waive the right to Union representation when meeting with the undersigned representatives of Management of the respective Department/Division.

_____

Employee **Date**

_____

Management Representative **Date**

_____

Department/Division **Date**

Original: CMAGE/CWA Local 4502
Copy: Department/Division
Copy: Employee

Waiverform11/05

APPENDIX G – Civil Service Rule XIIC

RULE XII

TRANSFERS, RESIGNATIONS, LAYOFFS AND VOLUNTARY DEMOTIONS

A. Transfers

1. Interdepartmental. The Executive Secretary may, upon the request of the appointing authorities involved, authorize the transfer of an employee in the classified service from a position in one department, commission, or agency to another position in the same class in another department, commission or agency. An interdepartmental transfer of an employee involving a change in classification may be accomplished only in the manner provided elsewhere in these Rules.

2. Intradepartmental. Nothing herein shall be construed as prohibiting an appointing authority from authorizing an intradepartmental transfer within the same class to which the employee was appointed. The Commission shall be notified of such intradepartmental transfer only if it is to another division within the department, commission or agency.

3. To Another Political Subdivision. In the event that a City department, division, or sub-unit thereof, is, pursuant to ordinance of City Council, subject to a transfer from the City of Columbus to another political subdivision created pursuant to provisions of the Ohio Revised Code, the Executive Secretary may, upon notification from the appointing authority involved, authorize the transfer of affected employees in the classified service from a position in the City to the same position in the other political subdivision. Prior to the effective date of the transfer, the appointing authority shall notify the Commission of the names of all affected employees.

The separation from City service which results due to the transfer shall constitute a separation in good standing for purposes of Rule VIII(C)(1).

a. An employee being transferred pursuant to this section may request the opportunity for re-employment in the same classification and department. Such request must be made on a form provided by the appointing authority and filed with the Commission no later than ten days prior to the date of the transfer.

The names of those employees requesting re-employment shall be placed upon the eligible or recall list for the applicable classification, as appropriate, in order of seniority.

In the event a vacancy occurs in the affected department, the most senior employee on the appropriate list, if any, shall be notified of the vacancy and

shall be appointed to the position. If the employee declines the appointment, the individual's name shall be removed from the list and the vacancy offered to the next senior employee.

In no event shall reinstatement opportunities accorded by this section extend more than eighteen (18) months after the transfer date.

4. From Another Political Subdivision. In the event that a department, division, or sub-unit of another political subdivision created pursuant to provisions of the Ohio Revised Code is, pursuant to ordinance or other legal authority, subject to a transfer to the City of Columbus, the Executive Secretary may, upon notification from the City appointing authority involved, authorize the transfer of the affected employees to the same or comparable positions in the classified service of the City. The transfer to City service shall constitute an original or noncompetitive appointment, as appropriate to the classification, and said employees shall not become permanent until they have satisfied the applicable probationary period set forth in Rule XI.

B. Resignations

1. Unless the appointing authority consents to a shorter notice, an employee in the classified service who wishes to leave the service in good standing shall file with the appointing authority a written resignation giving at least two weeks notice. Such resignation and acceptance thereof by the appointing authority shall be forwarded immediately to the Commission.

2. Without written approval of the appointing authority, no resignation may be withdrawn by an employee after its effective date or after it has been accepted.

C. Layoff Procedure

1. 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 Commission at least thirty 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. [For part-time employees, see Rule X(F)(2)(a).]

2. Certification of Layoff. The Commission shall certify to the appointing authority the names of those full-time employees to be laid off as determined by these Rules and procedures approved by the Executive Secretary. Layoffs shall be by class and based on seniority, but in accordance with status and appointment type by using the following categories:

a. Permanent non-probationary employees

b. Permanent probationary employees

c. Provisional non-probationary employees

d. Provisional probationary employees

e. Temporary employees

Employees in the category at the bottom of the list are to be laid off first and no employees from a higher category can be laid off until all employees in the lower categories have been laid off.

3. 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 previously served and for which he is qualified. No laid-off employee may bump another employee in accordance with subsections a, b and c unless he has more seniority and is in the same or a higher category as listed in C(2) above. A bumped employee has the same bumping rights as a laid-off employee.

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.

b. Class series. If an employee has no opportunity to bump within the same class, then such employee shall have bumping rights within his 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 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 is presently qualified; however, no such bump may occur in the presence of an appropriate competitive eligible list unless in accordance with these 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 this Rule, 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.

4. The names of any laid-off permanent employee in a competitive classification shall be placed at the top of the appropriate competitive eligible list, as provided in Rule VIII(C)(2), in order of seniority, and shall be certified for appointment in any department in accordance with these Rules when an appointing authority has a vacancy to fill; if the eligible at the top of the list was laid off from that department such person shall be appointed.

5. The names of any laid-off provisional employees or employees in noncompetitive classifications shall be placed on the appropriate recall list for the Department which initiated the layoff, in order of seniority, for a period of one year, or as provided in the applicable collective bargaining agreement. 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 these Rules. No recall list shall remain in effect after a competitive eligible list for the class has been established.

6. Limited positions. Notwithstanding the other provisions of this Rule, 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 Rule X(F)(1). A limited employee who is bumped shall have the same bumping rights as other employees.

D. Voluntary Demotions

1. Any employee who:

a. desires a voluntary demotion; or

b. desires to be demoted prior to action taken pursuant to Rule XIII(C); or

c. desires to be demoted prior to action taken pursuant to Rule XIII(D); or

d. desires to be demoted prior to action taken pursuant to Rule XII(C); or

e. desires to be demoted prior to being certified against as provided in Rule IX(B),

f. desires to be demoted as a result of an audit as provided in Rule IV(E)(6),

may, with the approval of the Civil Service Commission and the consent of the appointing authority for whom the employee will be working, be demoted to a position in a different class in the classified service.

2. If such demotion is approved, upon completion of the applicable probationary period as provided in Rule XI, the employee will receive permanent status, without further examination, in the class to which the employee is demoted if one of the following provisions applies:

a. the employee holds permanent status in the employee's current classification and meets the minimum requirements, including the physical qualifications, for the position to which the employee is being demoted; or,

b. the employee has previously held permanent status in the class to which the employee is being demoted; or

c. the employee holds permanent status in the employee's current classification and the retention of that status in the class to which the employee is being demoted is approved by action of the Commission.