

THE CITY OF COLUMBUS
AND
AFSCME LOCAL 1632

TENTATIVE AGREEMENT

The attached reflect the tentative agreement reached between the parties on March 25, 2021. Side Letters, MOUs, and Appendices not attached hereto shall be carried over and attached to the successor agreement dated April 1, 2021 through March 31, 2024.

FOR THE CITY:



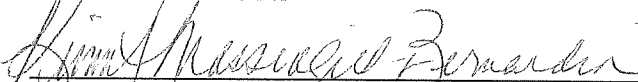
Ron Linville, Chief Negotiator



Chris Moses, Labor Relations Manager

3/25/21
Date

FOR THE UNION:



Kimm Massengill-Barnardin, Chief Negotiator



Angela Williams, President

3-25-2021
Date

THE CITY OF COLUMBUS AND AFSCME LOCAL 1632

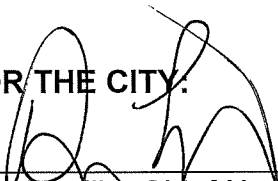
**2020 - 2021 NEGOTIATIONS
AND
2021 - 2024 NEGOTIATIONS**

TENTATIVE AGREEMENT

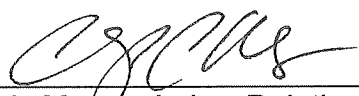
It is hereby mutually agreed by and between the City of Columbus and AFSCME Local 1632 that the following Articles will remain in their current form for the successor Collective Bargaining Agreement. The Parties represent that no proposals on the following Articles are being made by either Party during contract negotiations. Accordingly, the current contract language will remain in effect for the following Articles:

Article	Title
6	Union Officers, Stewards & Representation
7	Joint Labor-Management Committees
17	Holidays
30	Miscellaneous

FOR THE CITY:



Ron Linville, Chief Negotiator

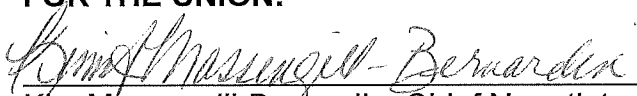


Chris Moses, Labor Relations Manager


Date

3/24/21

FOR THE UNION:



Kim Massengill-Barnardin, Chief Negotiator



Angela Williams, President

Date

03/25/21


ARTICLE 1 - PURPOSE

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

The objectives of this Contract are as follows:

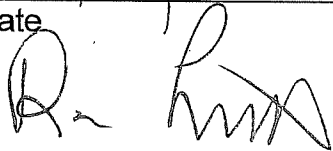
- (A) To achieve and maintain a satisfactory, stable and productive employer-employee relationship and to promote improved work performance;
- (B) To foster a cooperative employer-employee relationship that will improve City government efficiency and effectiveness and provide high quality service and customer satisfaction;
- (C) To provide for the peaceful adjustment of differences which may arise;
- (D) To attract and retain qualified employees by providing benefits that are competitive and fair;
- (E) To assure the effectiveness of service by providing an opportunity for employees to meet with the Administration through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the Charter of the City of Columbus, ordinances and resolutions of the Columbus City Council, resolutions of the Columbus Board of Health (where applicable), Civil Service Commission Rules and Regulations, State and Federal laws, and the Constitution of the State of Ohio and the United States of America; and
- (F) To set forth the entire understandings and agreements between the parties governing the wages, hours, and terms and conditions of employment for those employees included in the bargaining unit as defined herein.

FOR THE CITY:

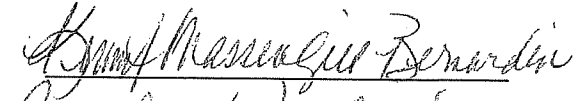


2/18/20

Date



FOR THE UNION:



02/18/20

Date

ARTICLE 2 – DEFINITIONS

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

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

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

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

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

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

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

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

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

"COBRA" (Consolidated Omnibus Budget Recovery Act) requires group health continuation coverage to be offered to qualifying covered employees, their spouses, former spouses, and dependent children when group health coverage would otherwise be lost due to certain specific qualifying events as defined under COBRA. The premium and allowable administrative costs of COBRA continuation of group health coverage is at the expense of the employee or family member who elects such coverage. means full-time employees who terminate City employment, or reduce their hours to part-time, may participate in continuation of specific health care benefits at their own expense pursuant to the federal COBRA provisions. For employees with less than one (1) year of City service, only comprehensive major medical and prescription drug benefits are subject to be purchased. Employees with more than one (1) year of City service are eligible for comprehensive major medical, prescription drug, dental care and vision care benefits which are subject to be purchased.

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

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

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

"Day" means calendar day unless otherwise specified.

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

"Division" means the Appropriation Unit for budgetary purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Retirement" means separation from City service which is not caused by resignation, layoff or discharge, with application for retirement benefits approved by the Ohio Public Employees Retirement System (OPERS).

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

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

"Separation from City Employment" means a termination of the employer-employee relationship and includes resignation, retirement, discharge for cause, layoff and certification

termination resulting from the establishment of an eligible list. A layoff or certification termination of thirty five (35) days or less, or resignation to immediately accept another position in the employ of the City, shall not be considered a separation from City employment.

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

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

"Standardized Time Reporting" means that for all purposes including the usage of leave, overtime, tardiness, seniority, and any other matters involving the crediting, usage, and accumulation of time, the rounding of minutes to tenths of an hour shall be as follows:

<u>Time Used, Earned or Paid in Minutes</u>	<u>Increment To Be Applied for Credit/Deduction</u>
1 to 6 min	0.1 hour
7 to 12 min	0.2
13 to 18 min	0.3
19 to 24 min	0.4
25 to 30 min	0.5
31 to 36 min	0.6
37 to 42 min	0.7
43 to 48 min	0.8
49 to 54 min	0.9
55 to 60 min	1.0

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

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

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

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

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

"Weekly Overtime - On First Regular Day Off" means premium pay at one and one-half (1-1/2) times regular pay rates for time worked on the employee's first regular day off after the employee

has completed forty (40) hours in paid status in that work week (excluding sick leave, injury leave and disability leave).

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

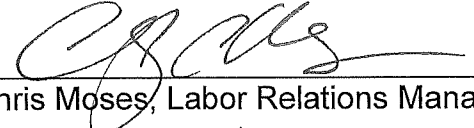
"Work Schedule" means an employee's days of work, hours of work and days off.

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

FOR THE CITY:



Ron Linville, Chief Negotiator

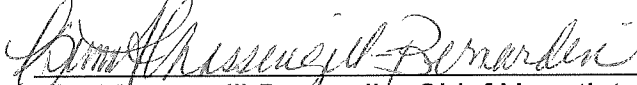


Chris Moses, Labor Relations Manager

3/24/21

Date

FOR THE UNION:



Kim Massengill-Barharden, Chief Negotiator



Angela Williams, President

3-24-2021

Date

ARTICLE 3 – MANAGEMENT RIGHTS

Section 3.1. Relation of Contract to Other Sources of Authority.

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

Section 3.2. Statement of Management Rights.

- (A) The management and direction of work force in the interest of maintaining and improving efficiency in all municipal operations is reserved to the City, subject to the provisions governing the exercise of these rights as expressly provided herein. Except as expressly limited by a specific provision of this Contract and except as limited by the laws referred to in Section 3.1 of this Contract, the City retains the sole and exclusive right to: (1) plan, direct and control city operations and the work of city employees; (2) hire, promote, demote, transfer (permanently or temporarily), assign, layoff, recall and retain employees in positions within the City; (3) discipline, suspend and discharge employees for just cause; (4) maintain the efficiency of City operations; (5) maintain, expand, reduce, alter, consolidate, merge, relocate, transfer or terminate work or other operations; (6) determine, create, maintain, expand, reduce, alter or abolish the means, methods, materials, processes, procedures, products, tools, equipment, locations or schedule of work or other operations; (7) determine, maintain, expand, reduce or alter employees' compensation or benefits; (8) determine, create, maintain, expand, reduce, alter or abolish new or existing jobs; (9) determine, create, maintain, expand, reduce, alter, abolish and enforce rules governing employee conduct and other operations; (10) determine, create, maintain, expand, reduce, alter or abolish hours, days or shifts of work; (11) subcontract work or other operations to outside companies; and (12) take such other actions as the City may deem necessary to carry out its mission.
- (B) The enumeration of the City's rights, as set forth in this Article, shall not be deemed to exclude other rights of management not specifically set forth herein since the parties expressly agree that the City retains all legal rights to which it is entitled as an employer and retains all other rights not otherwise covered by this Contract, whether or not such rights have been exercised in the past.

Section 3.3. Subcontracting.

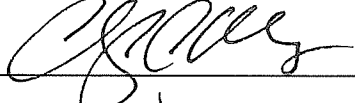
In the event that the City exercises its right to subcontract, as set forth in this Article 3, the City shall so notify the Union at least sixty (60) days prior to implementation of such subcontracted work, except that this notice requirement shall not apply in cases of (i) emergencies; or (ii) where

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement

2.18.20

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

FOR THE CITY:

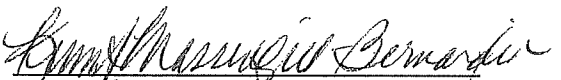


2/17/20

Date



FOR THE UNION:



Asyla Williams
02/18/20

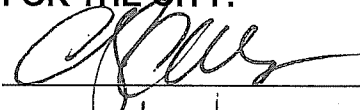
Date

ARTICLE 4 - RECOGNITION

Section 4.1. Recognition.

- (A) The City hereby agrees to recognize the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in any and all matters relating to wages, hours, and working conditions of all employees in the bargaining unit as described in Appendix A.
- (B) The Union hereby agrees to abide by the procedures and policies as set forth in this Contract.
- (C) The Union shall provide to the Director of the Department of Human Resources or designee an official roster of its officers and representatives that is to be kept current at all times and to include the following:
 - (1) Name.
 - (2) Address.
 - (3) Contact phone number.
 - (4) Division.
 - (5) Immediate supervisor.
 - (6) Union office held.

FOR THE CITY:





2/18/20

Date



FOR THE UNION:

02/18/20

Date

TA 2/25/20

Rec'd 2/18/20
(2:45 PM)

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
2.18.20

ARTICLE 5 - UNION SECURITY AND RIGHTS

Section 5.1. Dues Deduction.

- (A) Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of membership does not revoke union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

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

- (B) The City agrees to deduct Union membership dues once each month from the pay of any employee requesting same. If a deduction is desired, the employee shall sign a payroll deduction form, which shall be furnished by the Union and presented to the appropriate payroll clerk within sixty (60) days of the date of signature.
- (C) The amount to be deducted shall be certified to each payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given each payroll clerk prior to making any changes in an individual's dues deduction. The City agrees to furnish the Comptroller of AFSCME Ohio Council 8 a warrant in the aggregate amount of the deduction with a listing of the employees for whom deductions were made.
- (D) Authorization for payroll deduction is not compulsory and employees who voluntarily sign authorization cards do so with full and complete knowledge that what they are doing is only one (1) method of paying their Union dues. The City shall in no way influence or attempt to influence members of the Union in their payment of dues by payroll deduction.

- (E) Deductions under this Section 5.1 shall be made during one (1) pay period each month; if a member's pay for the period is insufficient to cover Union dues after withholding all other legal and required deductions, the City will make a deduction from the pay earned during the next pay period. In the event a deduction is not made for a member during any particular month, the City, upon verification from the Union, will make the appropriate deduction in the following month.
- (F) The deductions made under this Section 5.1, accompanied by an alphabetical list of all employees, shall be transmitted to the Union no later than ten (10) days following the end of the pay period in which the deduction is made, if so approved by the City Auditor.
- (G) The procedure for dues deduction as specified in this Section 5.1 shall be approved by the City Auditor, and the Auditor reserves the right to determine the authenticity of any dues deduction authorized herein.
- (H) The City shall provide the Union with an alphabetical list of names and addresses of all bargaining unit employees, including hire date and classifications, on July 1 of each calendar year. The Director of the Department of Human Resources or designee will receive an alphabetical list of all employees who do not utilize the dues deduction in the payroll system but pay directly to the Union. This list will be provided to the Director of the Department of Human Resources or designee on July 1 of each calendar year.

Section 5.2. Fair Share.

- ~~(A) All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment.~~
- ~~(B) All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty one (61) days from the employee's date of hire or the effective date of this Contract, whichever is later. The fair share fee shall be certified to the City Auditor by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require written authorization for payroll deduction.~~
- ~~(C) Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided in Section 5.1. The City Auditor shall provide the Union with an alphabetical list of names, social security numbers, and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.~~
- ~~(D) The Union expressly agrees to ensure full compliance with the constitutional rights of fair share fee payors as set forth in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) and other Sixth Circuit and United States Supreme Court decisions. Upon giving notice to the City of changes in the fair share fee, the Union will advise the City in writing of the steps it has taken to ensure continued compliance with the constitutional rights of fair share fee payors as set forth in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) and other Sixth Circuit and United States Supreme Court decisions, and will give the City reasonable~~

~~access to information to enable the City to verify that the Union's fair share fee procedures comply with applicable Sixth Circuit and U.S. Supreme Court decisions.~~

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

Section 5.3. Union Indemnification.

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, demands, suits, actions, proceedings and other forms of liability, including damages and costs, brought by any employee arising from any deduction made by the employer for purposes of complying with any provision of this Article or in reliance on any notice or dues checkoff authorization card furnished under any of the provisions of this Article.

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

Section 5.4. Precedence of this Contract.

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

Section 5.5. Bulletin Boards.

- (A) The City will erect bulletin boards for exclusive use by the Union and place them in appropriate locations. Notices shall be restricted to the following:
- (1) Notices of Union elections;
 - (2) Notices of Union meetings;
 - (3) Notices of Union appointments and results of Union elections;
 - (4) Notices of Union recreational and social affairs; and,
 - (5) Such other notices as may be mutually agreed upon.
- (B) Any change in the location of such bulletin boards shall be approved by the Appointing Authority and the Union President or their designated representatives.
- (C) Notices of announcements shall not contain anything political or controversial or anything reflecting upon the City, any of its employees or any labor organization among its employees. No material, notices or announcements, which violate the provisions of this Section 5.5 shall be posted. The Director of the Department of Human Resources or designee and the Union President shall be responsible for dealing with violations of this Section 5.5.

Section 5.6. Solicitation of Membership.

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

Section 5.7. PEOPLE Checkoff.

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

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

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

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

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

FOR THE CITY:



Ron Linville, Chief Negotiator

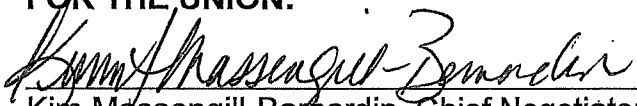


Chris Moses, Labor Relations Manager

2/25/20

Date

FOR THE UNION:



Kim Massengill-Barhardin, Chief Negotiator



Angela Williams, President

2/25/20

Date

ARTICLE 8 - CENTRAL WORK RULES AND PERSONNEL POLICIES

Section 8.1. Establishing.

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

Section 8.2. Posting.

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

Section 8.3. Notification.

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

Section 8.4. Enforcement.

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

Section 8.5. Grievance.

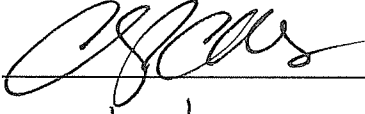
- (A) Any unresolved complaint as to the reasonableness of any new or revised Central Work Rule or personnel policy or any complaint involving discrimination in the application of any Central Work Rules or personnel policies shall be resolved through the grievance procedure as outlined in Article 11.
- (B) If a grievance concerning the unreasonableness of a new or revised Central Work Rule or personnel policy results in a modification or elimination of that Central Work Rule or personnel policy, the employee shall be made whole for any and all actions taken as a result of an infraction of that Central Work Rule or personnel policy, to the extent specified in the settlement or arbitration award disposing of such grievance.

Section 8.6. Distribution.

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

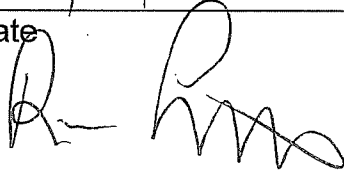
City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
2.18.20

FOR THE CITY:

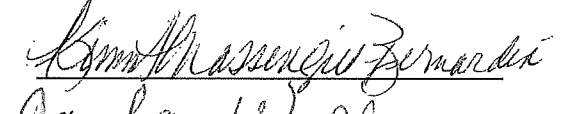


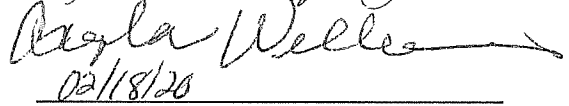
2/18/20

Date



FOR THE UNION:




02/18/20

Date

ARTICLE 9 - NO DISCRIMINATION OR COERCION

Section 9.1. No Discrimination (EEO).

- (A) In accordance with applicable law, the provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, familial status, race, color, religion, ancestry, genetic information, national origin, disability, sexual orientation, gender identity or expression, military or veteran status, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Contract.
- (B) Sexual harassment shall be considered discrimination under this Article. Sexual harassment as prohibited by this Article shall be defined and governed in accordance with applicable state and federal laws, and includes any unwanted sexual attention.

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

- (A) The City recognizes the right of all eligible employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the City agrees there shall be no discrimination, interference, restraint, coercion or reprisal by the City against any employee as a result of Union membership or the lawful activity of any member acting in an official capacity on behalf of the Union.
- (B) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce any employee in an effort to recruit membership in the Union.
- (C) In filling job vacancies, the City agrees that any Union members appearing on a properly certified Civil Service Commission eligible list shall not be discriminated against as a result of such Union affiliation.

Section 9.3. No Discrimination (Application of Contract and Work Rules).

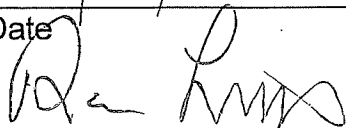
The City will not discriminate among employees in the bargaining unit in the application of the terms of this Contract or in the application of City work rules.

FOR THE CITY:

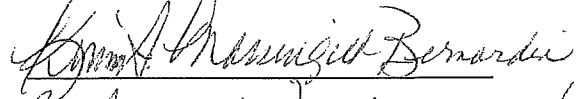


2/12/20

Date



FOR THE UNION:



02/18/20

Date

ARTICLE 10 - DISCIPLINARY PROCEDURE

Section 10.1. Investigation.

- (A) When the non-AFSCME supervisor 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. If a Union representative is not available, and the employee desires a Union representative be present, the interview will be rescheduled within a reasonable period of time to permit the Union to be present. Interviews will be conducted in private.
- (C) Investigatory interviews or meetings conducted by the Internal Affairs Bureau and the Division of Police will be subject to tape recording.

Section 10.2. Notice to Union After Completion of Investigation.

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

- (A) Counseling, which may be oral or written, is not considered disciplinary action; or
- (B) Issuance of an oral reprimand; or
- (C) Issuance of a written reprimand; or
- (D) Notice that the Appointing Authority intends to bring disciplinary charges against the affected employee(s); or
- (E) Notice that the Appointing Authority intends to end the investigation with no further action.

The Notice of Results of Investigation (i.e., Summary of Investigation) shall be provided to the Union and shall contain the facts surrounding the incident that was investigated. Notice that the Appointing Authority intends to end the investigation with no further action shall be provided to the Union within fifty (50) days after the non-AFSCME supervisor acquired knowledge.

Section 10.3. Service of Disciplinary Actions.

- (A) If disciplinary charges are brought against any employee after the investigation has been completed, they shall be furnished to the employee in writing on a form agreed upon by the City and the Union and signed by the Appointing Authority or designee within fifty (50) days after the non-AFSCME supervisor acquired knowledge. A copy of such form shall be given to the Union President ten (10) days prior to the hearing. Failure to provide a timely notice to the President shall not result in the charges being dismissed, **but the hearing will be postponed to give the Union the full ten (10) days. The time period in Section 10.4 will be extended automatically for the same number of days.** The Union shall be notified of the time and location of the hearing on the disciplinary charges and shall have the right to attend said hearing for the purpose of representing the employee and/or to protect the integrity of this Contract.
- (B) Oral and written reprimands, signed by the Appointing Authority or designee, shall be furnished to the employee in writing on a form agreed upon by the City and the Union within fifty (50) days after the non-AFSCME supervisor acquired knowledge. (See Appendix D.) A copy of such form shall be given to the Union. Failure to provide a copy of the form to the Union shall not result in the discipline being dismissed or in any adverse consequence to the City.
- (C) When reasonable, the Appointing Authority or designee will serve disciplinary charges to the employee by personal service. If the employee cannot reasonably be served in person, the Appointing Authority or designee may serve disciplinary charges by regular U.S. mail and certified mail to the last home address furnished by the employee(s) to the Appointing Authority or designee.
- (D) Mail service shall be deemed complete three (3) days after mailing the disciplinary charges or reprimand to the employee's home address.

Section 10.4. Hearing on Disciplinary Charges.

- (A) A hearing on the merits of the disciplinary charges shall be conducted by the Director of the Department of Human Resources or designee within thirty (30) days from the delivery of the charges to the employee. All hearings will be conducted in a fair manner, and the designated hearing officer will not assume the role of prosecutor in disciplinary hearings.
- (B) If an Appointing Authority or designee brings disciplinary charges against an employee as a result of an investigation prompted by a complaint, the complainant will be called to testify at the hearing if reasonably possible, unless there is sufficient independent evidence to prove the charges by a preponderance.
- (C) The results of said hearing shall be in writing and given to the employee, with a copy sent to the Union President, within twenty (20) days of the hearing.
- (D) For purposes of Article 10, disciplinary action which may be taken as a result of a disciplinary hearing may be an oral reprimand, a written reprimand, suspension

and/or demotion or termination. Discipline shall be commensurate and progressive. Discipline shall be only for just cause.

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

Section 10.5. Disciplinary Grievances.

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

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

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

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

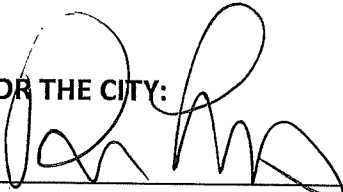
Oral reprimands may be considered in connection with subsequent disciplinary action for a period of one (1) year. Written reprimands may be considered in connection with subsequent disciplinary action for two (2) years. Any other form of disciplinary action may be considered in connection with subsequent disciplinary action for a period of three (3) years. If the conduct leading to disciplinary action occurs prior to the expiration of the periods specified above, such disciplinary action shall be used as a basis for further disciplinary action, regardless of date of hearing or issuance of disciplinary decision. If an employee is off duty on approved or unapproved leave, the length of time that prior discipline may be considered shall automatically be tolled on a day-for-

day basis for any leave of fifteen (15) or more consecutive calendar days, excluding vacation and compensatory time.


Section 10.8. Exceptions/Extensions to Time Deadlines.

- (A) If an investigation requires more time to complete, the parties may agree to extend the time period. Such extensions shall not be unreasonably withheld by the Union.
- (B) When actions of a criminal or conspiracy nature or when alleged violations of other local, state or federal laws, or Mayor's executive orders, warrant extensive investigation the City's administrative investigation will be concluded no later than fifty (50) days following the notice to the Appointing Authority of the completion of any investigation or review by a third-party or law enforcement organization.
- (C) If an employee is off duty on approved or unapproved leave, the time limits for investigation, delivery of charges, hearing and results of hearing shall automatically be tolled. The parties may agree to extend any of the time lines in Article 10.
- (D) The time limits in this Article shall be tolled for any employee who is laid off and subsequently recalled.

FOR THE CITY:



Ron Linville, Chief Negotiator

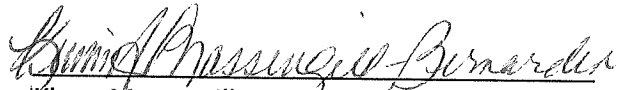


Chris Moses, Labor Relations Manager

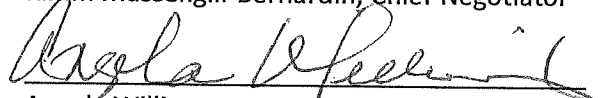
3/24/2021

Date

FOR THE UNION:



Kim Massengill-Bernardin, Chief Negotiator



Angela Williams, AFSCME Local 1632 President

03/24/21

Date

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURES

Section 11.1. Definition and Purpose.

- (A) The prompt presentation, adjustment and/or answering of grievances is in the interest of sound relations between employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.
- (B) A "grievance" is defined as a complaint arising under and during the term of this Contract raised by an employee or the Union against the City alleging that there has been a violation, misinterpretation or misapplication of an express written provision of this Contract.
- (C) A grievance classified as a "class action grievance" must contain the following, in addition to the requirements of Section 11.4:
 - (1) A community of interest shared by two or more employees; and
 - (2) The classification of grieving employees; and
 - (3) The identity of who will represent the grievant(s) at hearings,
- (D) Counseling and performance appraisals are not grievable. Oral reprimands shall be grievable through Step 1. Written reprimands issued by an appointing authority or designee shall be grievable beginning at Step 1 through Step 2.

Section 11.2. Who may File a Grievance, Exclusivity of Remedy.

Grievances can be initiated by the Union or an aggrieved employee, except as otherwise provided in this Contract (see Section 11.8(A) for special rules on disciplinary grievances). Except as may be specifically provided elsewhere in this Contract, the grievance procedure shall be the exclusive remedy available to the Union and to employees to redress alleged violations of this Contract. Nothing in this Grievance and Arbitration Procedure shall deny members any rights available at law to achieve redress of their legal rights, including the right of redress in another forum. However, once a member elects to seek redress in another forum, the member is thereafter denied the right to file or proceed further through the steps of the Grievance and Arbitration Procedure. Further, any relief obtained by the member under this Contract shall be rescinded and shall not continue to be performed or provided to the extent that the results achieved by the member in another forum is either inconsistent with the result achieved under this Contract or is cumulative and redundant of the result achieved under this Contract. **This section does not prevent an employee from filing a grievance or proceeding through the grievance process because they filed a charge of discrimination with the EEOC/OCRC; but in the event that there are changes in the law that allow exclusivity of remedy for charges of discrimination, the Union and the City shall enter into good faith negotiations to address and permit the exclusivity of remedy for charges of discrimination.**

Section 11.3. Time Limits.

- (A) A grievance must be filed in writing within thirty (30) days after the occurrence of the first event giving rise to the grievance, or within thirty (30) days after the Union or the affected employee(s), through the use of reasonable diligence, could have known of the first event giving rise to the grievance. If a grievance is not presented within this thirty (30) day filing deadline, it will be considered "waived" and may not be pursued further by the aggrieved employee(s) or the Union.
- (B) If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Step 1 answer. Failure at any step of this procedure to hold a hearing or meeting or communicate a decision on a grievance within the specified time limits shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step.
- (C) The time limits prescribed in the following steps in this Article may be extended at any time by mutual consent of the parties involved. Similarly, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent must be indicated in writing and signed by both parties involved. Unless otherwise stated, days as specified herein shall be calendar days.

Section 11.4. Specificity Required in Written Grievances and Limitations on Expanding the Scope of a Grievance.

The written grievance shall specify the section or sections of this Contract that are allegedly violated, misinterpreted or misapplied; a detailed statement of the full facts on which the grievance is based; the specific relief requested; the name(s) of the aggrieved employee(s) and their position(s); the name of the lowest-level non-AFSCME supervisor(s) of the aggrieved employee(s); the date the grievance was filed; and the signatures of the aggrieved employee(s) and any union official assisting in the preparation of the grievance. After a grievance is filed, the employee or the Union may amend the grievance to clarify the relevant facts and circumstances or to correct clerical errors no later than with the Step 2 filing, but may not amend the grievance to assert new claims, contract violations or to expand the scope of the relief sought without the express written consent of the Director of the Department of Human Resources or designee.

Section 11.5. Grievance and Arbitration.

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

- (A) Step 1. A grievance shall be filed in writing (within the time limits and in the form specified in Sections 11.3 and 11.4) with the aggrieved employee's Appointing Authority or designee. The Appointing Authority or designee shall hold a hearing with the employee and the Chief Steward (or Local Union Vice-President in his/her absence) within ~~seven (7)~~ **ten (10)** days after receipt of the grievance. The Appointing Authority or designee shall give a written answer, after review by the Appointing Authority's office, to the employee and the Chief Steward (or Local Union Vice-President in his/her absence) within fifteen (15) days after the hearing. If the Union does not refer the grievance to Step 2 of the procedure within seven

(7) days after receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

(B) Step 2.

(1) Hearings for Non-Disciplinary Grievances. If the grievance is not satisfactorily settled at Step 1, the Union may, within seven (7) days after receipt of the Step 1 answer or within seven (7) days of when the Step 1 answer was due, appeal the grievance to the Director of the Department of Human Resources or designee. The Director of the Department of Human Resources or designee shall hold a hearing with appropriate representatives of the grievant's department and the employee, the Chief Steward, the Local Union President or the Vice-President, and/or a representative of Ohio Council 8 within ten (10) days after receipt of the grievance. The Director of the Department of Human Resources or designee, after consultation with the Appointing Authority or designee, shall give a written answer to the employee and the Local Union President within ~~ten (10)~~ **fifteen (15)** days after the Step 2 hearing.

(2) Meetings for Disciplinary Grievances. In disciplinary cases (except for oral and written reprimands issued by a department), a grievance must be filed at Step 2 by the Union within **thirty (30)**~~fourteen (14)~~ days of the Hearing Officer's decision issued pursuant to Section 10.4 of this Contract. The Director of the Department of Human Resources or designee and appropriate representatives of the grievant's department shall hold a meeting with the employee, the Chief Steward, the Local Union President or the Vice-President, and/or a representative of Ohio Council 8 within ten (10) days after receipt of the grievance. The hearing officer conducting the Step 2 disciplinary grievance meeting shall not be the same hearing officer who conducted the disciplinary hearing pursuant to Section 10.4. The review of disciplinary cases at Step 2 shall be a meeting to review the case, not a hearing. The Director of the Department of Human Resources or designee, after consultation with the Appointing Authority or designee, shall give a written answer to the employee and the Local Union President within ten (10) days after the Step 2 meeting.

(C) Step 3.

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

(2) Maintenance of Arbitration Panel.

(a) A permanent panel of up to five (5) arbitrators will be selected by the parties. An arbitrator shall be selected from the panel to hear grievances through random drawing. An arbitrator shall be selected within 365 days of the Union's notice of intent to submit the matter

to arbitration or the grievance will be waived. The parties may extend the Union's deadline to select an arbitrator by mutual consent in writing. Continuances shall not be unreasonably withheld. Once selected, the arbitrator's name will no longer be available for selection until all remaining arbitrators on the panel have been selected.

- (b)** The arbitrator shall be notified of his/her selection by a joint letter the Director of the Department of Human Resources or designee and the Union requesting that he/she set a date and time for the hearing subject to the availability of the City and Union representatives, provided that the hearing must be held within thirty (30) calendar days following the selection of the arbitrator. If the selected arbitrator is unable to schedule the hearing within the thirty (30) day period, the parties may select another arbitrator.
- (c)** After all arbitrators on the panel have been selected once, the above process regarding random drawing will be repeated.
- (d)** All arbitrations shall be held in the City of Columbus, Ohio. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. The arbitrator's decision shall be rendered within thirty (30) days after the close of the hearing or the submission of post-hearing briefs by the parties, whichever occurs later.

(3) Removal and/or Replacement of Arbitrator from Panel.

- (a) Either the City or the Union may remove an arbitrator from the panel after the arbitrator has issued at least one (1) decision, but before the arbitrator is assigned a new case.**
- (b) Neither party may remove more than two (2) arbitrators during the term of this contract.**
- (c)** The parties may mutually agree to remove an arbitrator from the panel **at any time after he/she has issued at least one decision.**
- (d) Unless the parties agree otherwise, the method to be utilized to replace an arbitrator who is removed by a party or the parties or who chooses not to remain on the panel shall be the same method as set forth in this Article.**

(D) Authority of the Arbitrator.

- (1)** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation or misapplication of the specific provisions of

this Contract based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Union and the City, the arbitrator shall be empowered to determine and decide the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Contract, will be accepted as final by the City, the Union and the employee(s), and all parties will abide by it.

- (E) Grievance settlements reached at Step 1, shall be in writing, shall have a limited application to the area of responsibility of the Appointing Authority and not precedent setting for the City. Grievance settlements reached at Steps 2 and 3 by the Union and the City shall be in writing, and shall be final, conclusive, and binding on the City, the Union, and the employees.
- (F) A grievance may be withdrawn by the Union at any time from the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they related to that grievance or any other grievances.

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

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

Section 11.7. Time Off for Presenting Grievances.

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

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

Section 11.8. Specific Types of Grievances.

- (A) Disciplinary Grievances. The right of any employee to file an appeal pursuant to Section 149-1 of the City Charter is specifically waived. If an employee or the Union elects to challenge disciplinary action under the grievance procedure, the grievance must be filed at Step 2.
- (B) Grievances with City-Wide Application. A grievance with city-wide application (i.e., involving a matter or issue of repetitive or general application) that may affect bargaining unit employees in different divisions and departments shall be brought directly to Step 2. Once a grievance on a matter or issue of repetitive or general application has been resolved by the parties on the merits (i.e., by a mutually agreed upon written settlement or an arbitration award on the merits), the Union will not advance to arbitration any further grievances on that particular matter or issue, unless the prior settlement or award is being violated.

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

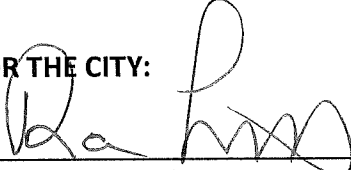
- (C) Grievances Involving Withholding of Terminal Pay. A grievance involving a claim that the City has improperly withheld money allegedly owed to the City by the employee from the employee's final pay (whether it be a final paycheck, vacation pay, pay for sick leave bank or other terminal pay) shall be filed directly at Step 2 of the grievance procedure.
- (D) A grievance classified, as a "class action grievance" must contain the following in addition to the requirements of Section 11.4:
 - (1) A community of interest shared by two or more employees; and
 - (2) The classification of grieving employees; and
 - (3) The identity of who will represent the grievants at hearings.
- (E) Advance Step Filing - Summary. The following is a summary of grievances to be filed initially at Step 2 of the grievance procedure:
 - (1) A grievance with city-wide application as provided in Section 11.8(B) above.
 - (2) A grievance involving the withholding of money from terminal pay as provided in Section 11.8(C) above.
 - (3) A grievance involving allegedly dangerous or unhealthful working conditions as provided in Section 12.1(D).

- (4) A grievance involving a disciplinary appeal as provided in Section 10.4 and Section 11.8(A) above.
 - (5) A grievance involving alleged failure of the City to follow the procedural provisions set forth in the Injury Leave Article as provided in Section 22.6.
 - (6) A grievance alleging that a permanent or temporary change to work schedules or shifts is not reasonably related to operational needs as provided in Section 16.2(A) and (D), respectively.
- (F) Filing of Other Grievances. All other grievances must follow the entire grievance procedure as set forth in this Article 11, unless the parties mutually agree otherwise in writing for a specific case.

Section 11.9. Use of Mediation.

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

FOR THE CITY:



Ron Linville, Chief Negotiator



Chris Moses, Labor Relations Manager

7/23/20

Date

FOR THE UNION:



Kimm Massengill-Bernardin, Chief Negotiator



Angela Williams, AFSCME Local 1632 President

07/23/20

Date

ARTICLE 12 - NO STRIKE OR LOCKOUT

Section 12.1. No Strike.

- (A) The services performed by the City employees included in this Contract are essential to the public's health, safety and welfare. The Union, therefore, agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage or other action at any time, which will interrupt or interfere with the operation of the City. No employee represented by the Union shall cause or take part in any strike, work stoppage, slowdown or other action, which will interrupt or interfere with the operation of the City.
- (B) In the event of a violation of this Article, the Union agrees to take affirmative steps with the employees concerned such as letters, bulletins, telegrams, and employees' meetings to bring about an immediate resumption of normal work.
- (C) A "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in wages, hours or other terms and conditions of employment.
- (D) Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment that are abnormal to the place of employment shall not be deemed a strike. The Union or an employee may file a grievance at Step 2 for immediate review in the event of a dispute over dangerous or unhealthful working conditions.

Section 12.2. Discipline of Strikers.

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

Section 12.3. No Lockout.

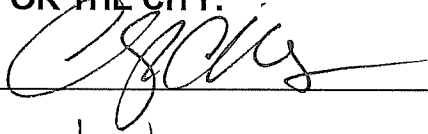
The City agrees that it will neither lockout employees nor will it do anything to provoke interruptions or prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of City services.

Section 12.4. Judicial Relief.

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

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
2.18.20

FOR THE CITY:

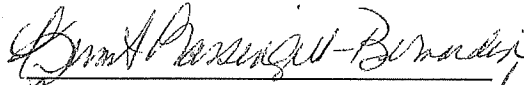



2/18/20

Date



FOR THE UNION:




02/18/20

Date

KA

ARTICLE 13 - SENIORITY

Section 13.1. Seniority of Probationary Employees.

New hires shall have no seniority during their probationary period of employment, but after completion of their probationary period their seniority date shall be the date of hire used to compute their probationary period. Termination of a probationary employee is not subject to arbitration.

The City will provide the Union with notice that a probationary employee has been terminated.

Section 13.2. Accumulation of Seniority while Disabled.

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

Section 13.3. Role of Seniority in Filling Vacancies in Position Assignments within a Division.

When a vacancy in a job classification occurs within a division, the vacancy shall be filled from among employees in that job classification in that division as set forth below:

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

- (B) Position Assignments with Specialized Qualifications. Vacancies within a division, where the particular job assignment requires specialized qualifications that are not shared by all employees in the job classification, shall be filled on the basis of management's evaluation of the specialized qualifications that correspond to the requirements, responsibilities and duties of the position as described by the division and associated specialized knowledge, skills, and abilities. Provided all of the above factors are equal, classification seniority shall determine which applicant is given the position in question. The Union may grieve the City's determination that a particular job assignment or position requires specialized qualifications. When a position is posted that has specialized qualifications, the special qualification will appear on the posting.

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

- (1) An employee has separated from a position and the Appointing Authority has decided to fill the position;
- (2) An increase in the total number of positions in the class;
- (3) A reallocation of a position as approved by the Civil Service Commission; or
- (4) An increase in the total number of positions in a class on a specific shift or reporting location.

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

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

Section 13.4. Seniority List.

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

Section 13.5. Seniority in Merged Job Classifications.

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

For the Union

Kim M. Mungit-Bernardin
Angela M. Keller

3/10/20
Date

For the City of Columbus

Bradley G. Grunier
Don King

KA

ARTICLE 14 - TEMPORARY ASSIGNMENTS

Section 14.1. Transitional Return to Work.

The City agrees to make reasonable efforts to provide transitional return to work assignments for all employees who have sustained an occupational injury or illness or a reoccurrence/exacerbation of a preexisting condition or, in some cases, are returning from short-term disability leave. This Section 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 that the employee is capable of performing based upon the recommendation of the employee's attending physician. Such assignment will normally be limited to ninety (90) days but may be extended by the City. Duties will be reviewed not less than every thirty (30) days and may be discontinued at any time.
- (B) Upon request of the City, employees must participate in the transitional return to work program unless precluded from participation by their attending physician.
- (C) A transitional return to work assignment may be to a classification in a lower pay range and the employee's regular hourly rate of pay will not be reduced.
- (D) The terms of the transitional return to work arrangements shall be reduced to writing and shall include the instructions of the employee's attending physician.

Section 14.2. Assignments to Work Out of Classification.

- (A) A temporary change of duty assignment is defined as any given situation wherein an employee is required to perform work outside his/her regular job duties above or below his/her normal duties.
- (B) Employees shall be selected for both regular and overtime temporary duty assignments. based upon their dependability and ability to perform the work of the job to which they will be temporarily assigned. Where ability and dependability are relatively equal, then seniority within the job classification shall control.
- (C) Employees who are temporarily assigned duties of a classification assigned a lower wage rate shall retain their classification and current rate of pay. The provision regarding compensation for temporary change of duty assignments is found in Section 26.7.

- (D) Employees who receive a temporary assignment of this nature shall continue to accrue seniority within their current classification.
- (E) A temporary assignment to fill a permanent vacancy shall not exceed one hundred twenty (120) days, **unless extended by mutual agreement of the parties.**

For the Union

Kenneth Massimo Bernardini

Angela L. Fisher

For the City of Columbus

Broderick Carnevale

R. R.

Date 3/10/20

7A

ARTICLE 15 - LAYOFFS

Section 15.1. Responsibility.

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

Section 15.2. Notice to the Commission.

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

Section 15.3. Certification of Layoff.

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

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

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

Section 15.4. Bumping.

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

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

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

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

Section 15.5. Eligible List Reinstatement.

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

Section 15.6. Recall.

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

Section 15.7. Limited Positions.

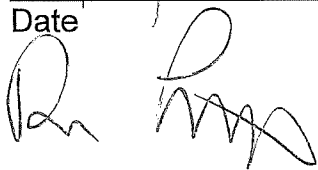
Notwithstanding the other provisions of this Article, if a limited position is to be eliminated and the employee in the position was appointed subject to the availability of work or funding, then that employee shall be terminated in accordance with Civil Service Commission Rule X(F)(1). A limited employee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

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
2.18.20

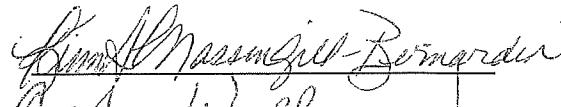
FOR THE CITY:



2 | 18 | 20
Date



FOR THE UNION:



02/18/20
Date

ARTICLE 16 - HOURS OF WORK AND OVERTIME

Section 16.1. Normal Workweek and Workday.

- (A) Non-24 Hour Operations. The normal workweek for full-time employees shall be forty (40) hours of work in five (5) consecutive eight (8) hour shifts, exclusive of the time allotted for lunch periods.
- (B) 24-Hour Operations. In twenty-four (24) hour operations or where there is a continuous seven (7) day-a-week operation, made necessary because of the nature of the work, the normal workweek for full-time employees shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day.
- (C) Refuse Collection Division. For the classifications of Refuse Collector, Refuse Collection Vehicle Operator (Automated), **and** Refuse Collector and Vehicle Operator (Manual), ~~and Refuse Collector and Packer Operator~~ only in the Division of Refuse Collection, the normal workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day with no lunch break.

Section 16.2. Changes in Normal Workweek and Workday.

- (A) Permanent Changes to Normal Workweek and Workday.
 - (1) In situations where the City believes that alternate or flexible work schedules, different from those set forth in Section 16.1 above, are needed for operational efficiency and effectiveness, the City will give the Union President and Chief Steward for the Department (where applicable) written notice of the proposed work schedule and a list of those job classification(s)/position assignment(s) affected at least fourteen (14) days in advance of any proposed change(s). If the Union wants to bargain about the proposed change(s), one representative from the City's Labor Relations Section and two representatives from the Department involved shall meet with the Union President, Regional Director or designee and Chief Steward in the affected Department (where applicable), to negotiate the proposed schedule changes as well as the impact of such change(s) on matters such as holidays, sick leave, vacation leave, etc. In the absence of an agreement being reached within the fourteen (14)-day period, the City may, at the end of the fourteen (14)-day period, implement its proposed work schedule.
 - (2) The Union may file a grievance at Step 2 of the grievance procedure if it believes the schedule change is not reasonably related to operational needs. If an arbitrator finds in favor of the Union in such a grievance, the remedy shall be limited to directing the City to prospectively restore the pre-existing work schedule pending further negotiations and/or agreement on a different schedule.

- (3) The process set forth in this Section 16.2(A) applies only to changes in work schedules or shifts that are of a permanent nature. "Permanent nature" is defined for purposes of this Section 16.2 to be periods of ninety (90) days or longer. No changes shall be made to work schedules or shifts unless they are of a permanent nature, except as provided elsewhere in this Article 16.
 - (2) Employees affected by any changes in work schedules or shifts as a result of the process set forth in this Section 16.2(A) shall be given fourteen (14) days prior notice of a permanent work schedule or shift change. Reassignment of employees to new or revised work schedules or shifts established as a result of the process set forth in this Section 16.2(A) shall be done in accordance with Article 13 (Seniority).
- (B) Establishing an Alternate Work Schedule for a Vacancy. When a vacancy occurs, the City may, before filling the vacancy, decide to establish an alternate work schedule for the vacant position without following the procedures set forth in Section 16.2(A). When this occurs, the City may hire a new employee or transfer a current employee, pursuant to Article 13, on the condition they accept the alternate work schedule as a condition of employment or as a condition of accepting transfer into the vacancy.
 - (C) Temporary Change In Shift Assignment. When any full-time employee is scheduled for a shift other than that to which he/she is regularly assigned in multiple-shift operations, he/she shall be paid a minimum of four (4) hours of pay at time and one-half his/her regular rate unless he/she has been given at least forty-eight (48) hours notice of a change in his/her regular shift assignment, in which case payment shall be at his/her regular hourly rate.
 - (D) Temporary Change in Work Schedule. Temporary work schedule changes of less than ninety (90) days may be made in response to specific short-term operational requirements. Absent any unforeseen circumstances, the employee and the Union will be given seven (7) days prior notice of a temporary work schedule change. Such changes may be made without following the procedures set forth in Section 16.2(A). The Union may file a grievance at Step 2 of the grievance procedure if it believes the change is not reasonably related to operational needs.

Section 16.3. Overtime Eligibility and Pay.

- (A) Calculation of Daily Overtime. Overtime will be calculated from shift to shift. Overtime will be paid if an employee works more hours than the hours of his/her regular shift. Time and one-half will be paid for time worked beyond the employee's regular shift provided the employee has completed eight (or more, if applicable) hours of straight-time work that workday (for example, an employee working a normal workday of ten (10) hours, shall be eligible for daily overtime after actually working ten (10) hours in the workday). For purposes of this Subsection (A), the term "time worked" shall mean only actual work time, and shall not include any paid or unpaid time that is not actually worked, except for paid lunch periods in continuous operations as referenced in Section 16.7. Time and one-half will also

be paid for call-backs as referenced in Section 26.5, regardless of whether the employee has actually worked eight (8) hours in the day.

- (B) Calculation of Weekly Overtime - On First Regular Day Off. Time and one-half will be paid for time worked on an employee's first regular day off provided the employee has accumulated forty (40) straight-time rate hours in paid status during the workweek. For purposes of this Subsection (B), paid status will include periods of Union leave without pay, but shall not include sick leave, injury leave or disability leave.
- (C) Calculation of Weekly Overtime - On Second Regular Day Off. Double time will be paid for time worked on an employee's second regular day off provided the employee has accumulated forty (40) straight-time rate hours in paid status during the preceding six (6) days. A fourth shift employee's second regular day off will start twenty-four (24) hours immediately preceding the start of the first regular shift of the next workweek. Alternative work schedules can establish when an employee's second regular day off occurs and therefore when double time pay will apply to overtime. For purposes of this Subsection (C), paid status will include periods of Union leave without pay, but shall not include sick leave, injury leave or disability leave.
- (D) Inapplicability of Overtime When Changing/Trading of Work Days by Mutual Consent. Time worked due to work schedules being changed at the request of the employee or trading days off by mutual consent of employees and the prior consent of the Appointing Authority is not subject to overtime compensation, to the extent permitted by the Fair Labor Standards Act.
- (E) Inapplicability of Overtime for Scheduled Shift Changes. Time worked by employees who are subject to a regularly scheduled three (3) month shift change at the time a shift change is scheduled, or time worked by employees at the time a shift change is scheduled in a twenty-four (24) hour-a-day operation and/or a continuous seven (7) day-per-week operation, is not subject to the compensation set forth in this Section 16.3, unless subject to the overtime payment requirements established in the Fair Labor Standards Act.

Section 16.4. Distribution of Overtime.

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

Employees desiring to work voluntary overtime shall so indicate in writing to their immediate supervisor. All employees who choose to participate in overtime will be given an equal opportunity to earn overtime on a continuing basis. The opportunity for overtime work shall be computed by totaling overtime earned plus overtime offered but declined. If overtime is cancelled by management, the hours will not be charged. Post-training employees, transferees, and those employees wishing to

return to the voluntary overtime list who desire to work voluntary overtime shall be initially assigned the highest number of overtime hours in the assignment unit in order to place them on the overtime equalization list. All overtime, whether in class or out of class, shall be recorded on the same overtime equalization list.

(B) Overtime Distribution Procedures.

- (1) On each occasion the opportunity to work scheduled overtime shall be offered to the employees desiring to work overtime who have the least number of overtime hours to their credit at that time. If an employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required number of employees has been selected for the overtime work.
- (2) If an employee turns down overtime or is unable to respond when contacted for overtime, the number of hours offered to him/her shall be credited to his/her overtime hours. Employees who have declined to participate in the voluntary overtime shall be automatically charged for overtime hours worked in the classification at the reporting location.
- (3) Employees on military leave not exceeding twenty-two (22) eight (8) hour work days (176 hours) shall not be contacted or charged for overtime work during that period.
- (4) An employee on leave shall not be contacted for voluntary overtime, but shall be charged for overtime work during such leave as long as the employee comes up for overtime work during that period. However, an employee on holiday; jury duty; vacation leave or compensatory time of three (3) workdays or less; or his/her regularly scheduled days off shall be contacted for voluntary overtime subject to the provisions of this Section 16.4.
- (5) If an employee is not offered the opportunity to work overtime when qualified and entitled, he/she shall be offered the next opportunity to work overtime consistent with the terms of this Article. Those hours not offered when initially entitled shall not be included in hours credited when worked.

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

Section 16.5. Overtime Scheduling.

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

- (B) Mandatory Overtime. Mandatory overtime may be required when volunteer(s) cannot be found to work the overtime. An exception to the application of mandatory overtime scheduling shall be permissible when a valid reasonable request is made by an employee. Mandatory overtime shall be distributed in an equitable manner starting with the least senior employee on the first mandatory occasion. Thereafter, the next least senior employee shall be assigned to the next mandatory occasion, until all employees have worked a mandatory overtime assignment.
- (C) In cases of overtime scheduled as a result of holidays or extreme emergencies involving a departmental operation, it shall be the established procedure for the department or division head to confer with the employee's Union representative when available regarding a mutually acceptable work schedule.
- (D) Working overtime out of class in a lower classification shall be scheduled by using the lowest number of hours worked among persons with the ability and dependability to do the work.
- (E) Pre-scheduled overtime shall be offered no later than the end of the employee's workday prior to the overtime.

Section 16.6. Rest Periods.

- (A) All employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift. The rest period shall be scheduled at the middle of each half shift whenever feasible. When practicable, rest periods shall be taken within the work area or in close proximity to the work area that shall afford no more than the allotted fifteen (15) minutes. Rest periods shall not be taken at the beginning or end of each half shift, and shall not be used to extend a lunch break.
- (B) Employees who for any reason work two (2) or more hours immediately before or after their regular start or end time shall receive an additional fifteen (15) minute rest period either before they start to work or after their regular work schedule. In addition, they shall be granted the regular rest periods that occur during the extended shift.

Section 16.7. Lunch Period.

All employees shall be granted a lunch period during each full shift. Whenever possible the lunch period shall be scheduled at the middle of each full shift. Employees who work in a twenty-four (24) hour operation, and as specified in Section 16.1(C), shall receive a paid lunch period; all other employees shall receive an unpaid lunch period. When there is an extension of the regular shift as a result of an emergency or scheduled overtime, a lunch period shall be granted when the extension exceeds four (4) hours.

Section 16.8. Tardiness.

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

Section 16.9. Reporting Off Work Procedure.

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

Section 16.10. Compensatory Time.

- (A) The amount of compensatory time earned may be calculated at the straight time rate, or in lieu of payment of overtime, by one and one-half (1-1/2) when time and one-half is applicable or by two (2) when double time is applicable by the number of hours actually worked on an authorized overtime basis. The compensatory time account balances shall be maintained in units of one-tenth of an hour.
- (B) Eligibility. A compensatory time account may be established for full-time employees. Compensatory time may only be earned in lieu of cash payment for authorized time worked on a premium basis. The employee may, at his/her option, receive either cash payment or compensatory time for time worked on a premium basis.
- (C) The following conditions shall govern the use of compensatory time:
 - (1) Compensatory time upon request by the employee may be taken by the employee at such time or times as may be approved by the Appointing Authority.
 - (2) An employee who is about to be separated from city service for any reason or appointed to a exempt position and who has an unused compensatory time account balance to his/her credit shall be paid such account balance upon separation or prior to starting the exempt position. Such payment shall be calculated by multiplying the employee's regular hourly straight time wage rate by the number of hours in his/her compensatory time account upon separation or prior to starting the exempt position.
 - (3) Any compensatory time account balance above eighty-(80) hours shall be paid off at the employee's hourly rate. Pay out of compensatory time over the approved balance will be paid once per year unless the Union and the Appointing Authority agree to a different pay-out schedule. The cut-off time established pursuant to this section shall be set no less than six (6) months in advance of the pay period selected. Notice of the date of the end of the selected pay period shall be posted within the Department or Division and the Chief Steward shall be notified of the date.
 - (4) Notwithstanding the provisions of Subsection (C)(3) above, all compensatory time account balances for grant-funded positions shall be paid out by the end of the grant award period.

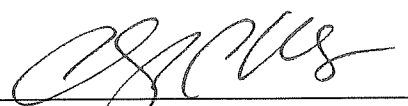
(5) No interest is to be paid by the City on any compensatory time account.

Section 16.11. No Pyramiding.

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Contract.

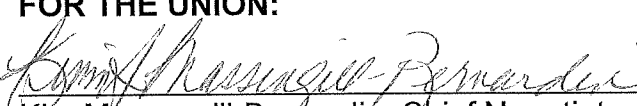
FOR THE CITY:


Ron Linville, Chief Negotiator



Chris Moses, Labor Relations Manager

3/24/21
Date

FOR THE UNION:


Kim Massengill-Barnardin, Chief Negotiator



Angela Williams, President

03/24/21
Date

ARTICLE 18 – PERSONAL BUSINESS DAY/EMPLOYEES BIRTHDAY

Section 18.1 Personal Business Time. (INCLUDING - MOU 2017-14)


Each full-time bargaining unit member shall receive three (3) eight (8) hour Personal Business Days per vacation year as defined in Section 19.1 to conduct personal business that cannot be conducted outside of the regular workday. **Personal Business Days may be used in increments of four (4) hours.**

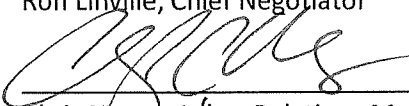
Part-time regular employees shall receive six (6) hours of leave annually to be taken on one occasion. Days shall not accumulate. If notice is given at least forty-eight (48) hours in advance, no reason needs to be stated, and no documentation will be required. If notice of less than forty-eight (48) hours is given, the leave may be approved at the discretion of the Appointing Authority or designee. The day shall have no cash-out value. The use of this Personal Business Day is subject to the usual operational need requirement.

Section 18.2 Employee's Birthday

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

FOR THE CITY:



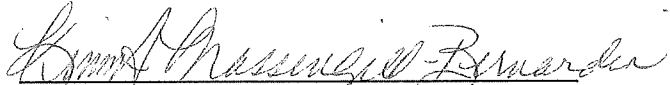
Ron Linyville, Chief Negotiator

Chris Moses, Labor Relations Manager

3/24/2021

Date

FOR THE UNION:



Kimm Massengill-Bernardin, Chief Negotiator

Angela Williams, AFSCME Local 1632 President

3-24-2021

Date

ARTICLE 19 - VACATION LEAVE

Section 19.1. Vacation Year.

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

Section 19.2. Vacation Schedule and Accrual.

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

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

- (B) Vacation accrual rates are based on total full-time City service for all employees, including prior full-time service with the City of Columbus. In addition, for employees hired prior to July 5, 1987, vacation accrual rates shall be based on the total of all periods of full-time employment with the City, the State of Ohio and any political subdivision of the State. However, any employee who has retired from the State of Ohio or any of its political subdivisions, including the City of Columbus, and is or was re-employed or hired by the City of Columbus before, on or after July 5, 1987, shall not have prior full-time service with the State of Ohio or any of its political subdivisions, including the City of Columbus, recognized for purposes of determining the vacation accrual rate.
- (C) If applicable, requests for recognition of periods of full-time service with the State of Ohio and its political subdivisions for accrual rate purposes shall be made in writing and forwarded to the City Auditor through the Appointing Authority before adjustments can be made to the vacation accrual rate. Adjustments to vacation accrual rates, based on previous full-time employment with the State of Ohio or political subdivisions of the State, as specified herein, shall be applied prospectively to be effective the first full pay period following the verification by the Appointing Authority to the City Auditor.
- (D) Any periods of time in unpaid status of more than eight (8) hours, as outlined in Section 19.4, will not be included in the computation of City service for the purpose of this Section 19.2.

- (E) This computation will be used only for the purpose of determining the rate at which vacation is earned.
- (F) The provisions of this paragraph shall be prospective only and shall be in lieu of any prospective or retrospective application of Section 9.44 of the Ohio Revised Code.

Section 19.3. Maximum Vacation Carryover/Payout.

Any vacation balance in excess of the amounts listed below shall become void as of the close of business on the last day of the first full pay period that begins in the month of January of each year:

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

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

Section 19.4. Eligibility Requirements for Vacation Accrual.

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

Section 19.5. Scheduling Vacations.

- (A) All vacation leaves shall be taken at such times as may be approved by the Appointing Authority. Vacation leave may be taken in increments as small as one-tenth (1/10) of an hour with the approval of the Appointing Authority. Previously approved vacations may be canceled due to unforeseeable and exigent operational needs.
- (B) For new hires or rehires, no vacation leave may be granted until the employee has accrued thirteen pay periods of vacation hours in continuous active City service at the rate of vacation accrual appropriate for that employee.
- (C) The determination of preferences for the purpose of scheduling vacations shall be based upon classification seniority within the operating unit.

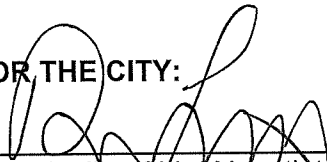
Section 19.6. Vacation Payoff at Time of Separation.

A full-time employee with more than thirteen (13) pay periods of vacation accrual in paid status who is about to be separated from City service through discharge, resignation, retirement or layoff and who has unused vacation leave to his/her credit, shall be paid in a lump sum for each hour of unused vacation leave (less any amounts owed to the City by the employee) in lieu of granting such employee a vacation leave after his/her last day of active service with the City, provided, however, that such payment shall not exceed the maximum number of vacation hours outlined in Section 19.3.

Section 19.7. Vacation Payoff at Death.

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

FOR THE CITY:



Ron Linville, Chief Negotiator

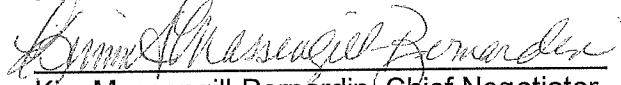


Chris Moses, Labor Relations Manager

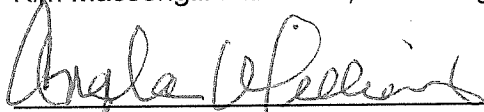
3/24/21

Date

FOR THE UNION:



Kim Massengill-Barnardin, Chief Negotiator



Angela Williams, President

03/24/21

Date

ARTICLE 20 - SICK LEAVE

Section 20.1. Sick Leave Entitlement.

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

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

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

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

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

Section 20.2. Eligible Uses and Procedures.

- (A) Sick leave with pay shall be allowed for full-time employees only in the following situations:
- (1) Illness of, or injury to, the employee, whether work or non-work related.
 - (2) Physical, dental or mental consultation or treatment of the employee by professional medical or dental personnel, whether work or non-work related.
 - (3) Sickness of a spouse, domestic partner provided the terms of Ordinance No. 1077-2010, as amended, are met, child, step-child, foster child, person for whom the employee is the legal guardian and upon prior approval of the Appointing Authority, a family member who is dependent on the employee

for his/her health and well-being. [Note: This definition does not apply to the Family and Medical Leave Act.]

- (4) Quarantine because of contagious disease. The Appointing Authority shall require a certificate of the attending physician before allowing any paid sick leave under this Subsection.
 - (5) Maternity, paternity, and adoption leave for employees.
 - (6) Death of immediate family member for up to five (5) days per instance. For the purposes of this Subsection, immediate family shall be defined as including the employee's spouse, domestic partner provided the terms of Ordinance No. 1077-2010, as amended, are met, child, step-child, foster child, brother, sister, parent, grandparent, grandchild, father or mother-in-law, son or daughter-in-law, brother or sister-in-law, stepfather or mother, step-sibling, a legal guardian or other person who stands in the place of a parent. Employees may also elect to use compensatory time or vacation leave instead of sick leave because of a death in the immediate family, or may use a day of compensatory time or vacation leave to attend the funeral of an Aunt or Uncle.
 - (7) Effective at the beginning of the pay period which includes January 1, 2018, up to three (3) of the five (5) days in Subsection 20.2 (A)(6) above shall be paid as bereavement leave and not deducted from the employees sick leave bank.
- (B) Any leave which is granted under this Article for reasons permissible under an FMLA leave as provided in Section 24.7 shall be charged as an FMLA leave and shall be subject to the twelve (12) week per rolling twelve (12) month period measured backward limitation for the length of an FMLA leave.
 - (C) Any employee scheduled to work on a holiday, designated in Article 17, who reports sick shall be charged the number of sick leave hours appropriate for his/her workday for the holiday and the employee's eligibility for holiday pay shall be determined by the provisions of Section 17.5. When an employee is absent due to illness on the workday before or the workday after a holiday, and the holiday is celebrated on a regularly scheduled workday, he/she shall be charged the number of sick leave hours appropriate for his/her workday for the holiday. The day before refers to the employee's last regularly scheduled workday occurring before the holiday. The day after refers to the regularly scheduled workday following the day on which the holiday is celebrated. However, no charge will be made under Section 20.2 for sick leave on the holiday when the employee has been on sick leave the day before and the day after the holiday; nor will any charge be made for sick leave on the holiday when the employee was on sick leave for only the day before or only the day after the holiday and submitted documentation from a physician or other licensed health care provider for each use of sick leave.

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

Section 20.3 Sick Leave Documentation and Suspected Sick Leave Abuse.

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

- (A) Sick leave abuse may be indicated by any or all of the following:
 - (1) Excessive use of sick leave within a twelve (12) month period which has not been substantiated by a physician's or other licensed health care provider's statement;
 - (2) Use of sick leave as soon as it has been credited to an employee's sick leave balance;
 - (3) Consistent use of sick leave on the same day of the week;
 - (4) Consistent use of sick leave on the day(s) before and/or after regularly scheduled days off or holidays;
 - (5) Falsification or misrepresentation of the reason(s) for an employee's absence;
 - (6) Low sick leave balances in relation to an employee's length of service; and
 - (7) Being in unpaid status for whole or part of a day, which absence is not covered by the FMLA.
- (B) If there are one or more indicators of sick leave abuse, the Appointing Authority or designee shall notify the employee, in writing, that he/she will be required to provide documentation from a physician or other licensed health care provider for each use of sick leave until further notice, and the reasons for that requirement. The Appointing Authority or designee shall review the situation not longer than every one hundred twenty (120) days to determine if the problem has been abated. Upon receipt of the written notice, the employee may request a meeting with the Appointing Authority or designee to discuss the requirement to provide such documentation. The employee may, upon request, be accompanied by a Union representative at such meeting.
- (C) Failure to correct sick leave abuse or provide medical documentation when required to do so may result in disciplinary action consistent with the provisions of Article 10 of this Contract.

- (D) Falsification of a physician's or other licensed health care provider's statement may also be grounds for disciplinary action, up to and including dismissal.
- (E) If the Appointing Authority or designee questions the reason(s) offered by the employee for his/her sick leave, the Appointing Authority or designee may require the employee to be examined by a licensed physician identified by the Appointing Authority or designee. Failure to submit to the examination shall constitute grounds for disciplinary action.
- (F) Each Appointing Authority or designee shall develop a procedure for his/her department to implement the provisions of this section.

Section 20.4. Sick Leave Reciprocity.

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

CASH BENEFIT CALCULATION TABLE

<u>Hours of Sick Leave Taken (New Sick Accrual or Old Bank)</u>	<u>Cash Benefit Hours Allowed</u>
0-16	56
17-24	48
25-32	32
33-40	24
Greater than 41	0

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

- (B) Procedures. Each full-time employee who qualifies for sick leave benefits as of the first pay period of each year shall notify the Appointing Authority by February 1 of that fiscal year, on a form to be provided by the City, if the employee wishes to participate in the reciprocity plan. The payment will be made in January following

the fiscal year. The payment will be calculated at the employee's hourly rate in effect as of the final pay period of the fiscal year preceding payment. The period to be utilized in calculating sick leave reciprocity benefits shall be the fiscal year for which payment is to be made. Any employee may withdraw from the plan prior to the end of the twenty-fourth (24th) pay period of each fiscal year upon the written notification to the Appointing Authority.

- (C) Effect on Unused Sick Leave. The number of reciprocity hours paid each employee will be subtracted from his/her total accrued unused sick leave. The remainder of his/her unused sick leave will be carried forward each year as his/her current sick leave account.
- (D) An employee who is eligible to participate in the provisions of this Section 20.4 is limited to and must elect only one of the following options:
 - (1) Not to participate in any of the provisions.
 - (2) To participate solely in the provisions of Paragraphs (A), (B), and (C) of this Section.
- (E) An election to convert unused sick leave to cash occurs during the payroll year and payment for those unused hours will be made in January following the payroll year.

Section 20.5. Carryover Sick Leave Balances from Certain Prior Public Employment.

Employees who have been employed in the classified or unclassified Civil Service or as teachers, school employees, firefighters, peace officers or state highway patrol officers of the State of Ohio or any of its political subdivisions shall be credited with any certified, unused and unpaid balance of accumulated sick leave earned in such service when such persons are employed in the classified or unclassified Civil Service of the City on or after April 1, 1987, provided employment with the City occurs within ten (10) years after leaving his/her prior position when such action occurs after January 1, 1972. Such unused balance shall then be subject to all other provisions of this Article, with the exception of Section 20.76. [Housekeeping - Old Sick Leave bank paid out]

Section 20.6. Old Sick Leave Bank.

~~The old sick leave bank shall represent the employee's balance of unused sick leave as of the effective date of the Contract that went into effect in April 1987.~~

- ~~(A) Any sick leave hours in this bank, when used, shall be paid on the basis of the employee's straight-time hourly rate in effect on March 31, 1987.~~
- ~~(B) Sick leave may be withdrawn from the old sick leave bank, at the value provided in this Section 20.6 for the sick leave purposes outlined in Section 20.2(A), provided the employee has exhausted his/her current sick leave accrual to date. An employee may withdraw from the old sick leave bank the number of hours or tenths of an hour necessary to compensate the employee at not greater than his/her current regular straight time hourly rate for approved sick leave time.~~

- ~~(C) — An employee who experiences a break in continuous City service through retirement, discharge, resignation or layoff shall receive pay for unused sick leave or, in lieu thereof, may elect to transfer such sick leave to another governmental unit. Beginning with the effective date of this Contract and for the duration of the Contract, if the employee elects payment, his/her account balance shall be valued as of the time of the break in continuous service at one hundred percent (100%) of the amount obtained by multiplying the number of unused sick leave hours by the employee's straight-time hourly rate in effect on March 31, 1987. At such time, the employee who is not transferring such sick leave to another governmental unit must elect one (1) of the following options: (a) immediate payment in a single lump-sum; or (b) two (2) equal installment payments, the first to be paid at the time of retirement or separation and the second to be paid one (1) year thereafter; or (c) three (3) equal installment payments, the first to be paid at the time of retirement or separation, the second to be paid one (1) year thereafter, and the third to be paid one (1) year after the second payment. However, the City must approve those employee elections which provide for payment in other than a single lump-sum.~~
- ~~(D) — For the purposes of this Section 20.6, all sick leave in an employee's old sick leave bank that represents sick leave transferred from another governmental unit shall be valued using the unit's sick leave separation payment plan existing on March 31, 1987 and the employee's regular straight-time hourly wage as of March 31, 1987.~~

Section 20.76. Payment of Sick Leave Balances at Time of Separation.

- (A) An employee who experiences a break in continuous City service through discharge, resignation, retirement or layoff may elect to receive pay for accumulated current sick leave or to transfer said sick leave to another governmental unit, provided such election is made within a period of not more than one (1) year. If an employee elects to receive a lump-sum payment, said payment shall be computed as follows:
- (1) One (1) hour pay for each four (4) hours of unused sick leave in the new bank for all accruals up to and including nine hundred and fifty (950) hours.
 - (2) One (1) hour of pay for each three (3) hours of unused sick leave in the new bank for all accruals from nine hundred and fifty-one (951) hours up to and including seventeen hundred and fifty (1,750) hours.
 - (3) One (1) hour pay for each two (2) hours of unused sick leave in the new bank for all accruals from seventeen hundred and fifty-one (1,751) hours up to and including twenty five hundred and fifty (2,550) hours.
 - (4) One (1) hour pay for each hour of unused sick leave in the new bank for all accruals in excess of twenty five hundred and fifty (2,550) hours.
 - (5) Notwithstanding the provisions of Paragraph (1) above, no payment of any unused sick leave upon separation shall be made to any employee with less than four hundred (400) hours accrued sick leave credit. However, an

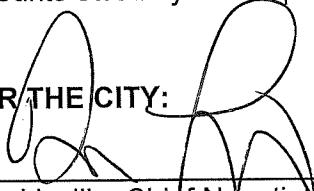
employee who is temporarily laid-off for thirty-five (35) calendar days or less and who has less than four hundred (400) hours of accrued sick leave at the time of layoff, shall be credited at the time of rehire with the actual number of sick leave hours accrued prior to the temporary layoff of thirty-five (35) calendar days or less.

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

Section 20.87. Payment of Sick Leave Balances at Death.

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

FOR THE CITY:



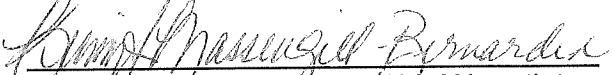
Ron Linville, Chief Negotiator



Chris Moses, Labor Relations Manager

3/24/21
Date

FOR THE UNION:



Kim Massengill-Barnardin, Chief Negotiator



Angela Williams, President

03/24/21
Date

ARTICLE 21 - DISABILITY LEAVE

Section 21.1. Eligibility and Waiting Period.

- (A) The City will provide, at no cost to employees, a disability program covering full-time employees for non-work related illnesses and injuries. Employees will be eligible for this benefit on the first of the month following one (1) year of continuous City service.
- (B) This program shall provide for payment to the employee from the twelfth (12) day of accident or illness for a maximum of twenty-six (26) weeks of disability benefits within a 365-day period.

Section 21.2. Application Procedure and Deadlines.

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

Section 21.3. Disability Benefits.

~~Through December 31, 2014, disability benefits shall be based on eighty-one percent (81%) of the employee's standard gross wages. Effective January 1, 2015 and for any new period of disability leave that begins thereafter,~~ The disability benefits shall be based on eighty-one percent (81%) of the employee's standard gross wages for the initial thirteen (13) weeks of disability benefits within a 365-day period. The remaining thirteen (13) weeks of disability benefits within a 365-day period shall be based on seventy percent (70%) of the employee's standard gross wages. The applicable tax rates will be deducted. The employee may, if he/she so desires, elect to use all, or part of, his/her accumulated but unused sick leave in order to make up any difference between one hundred percent (100%) of his/her gross wages and the amount which he/she receives under the disability program, provided that all new sick leave accruals are exhausted before an employee may use the available balance in his/her old sick leave bank. If an employee exhausts all sick leave benefits, other approved leave may be granted by the Appointing Authority. If, while receiving disability payments, the employee performs work for the City, the amount of payment under the disability program shall be reduced by the compensation which he/she receives during that time period. If the employee is capable of performing his/her regular duties or transitional duties, such duties are available and the employee refuses to return to work, disability benefits shall not be paid. Any insurance premium not paid during disability leave must be brought current upon return from leave.

Section 21.4. Limitations and Fraudulent Claims.

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

Section 21.5. Continued Contact with Division and Return to Work Notification.

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

Section 21.6. Ninety (90)-Day Fitness Hearing.

After ninety (90) days, the City may conduct a hearing to determine the employee's ability to perform the essential functions of his/her classification.

Section 21.7. Coordination with FMLA Leave.

Any disability leave which is granted for reasons permissible under an FMLA leave shall be subject to the twelve (12) week per rolling twelve (12) month period measured backward limitation for the length of an FMLA leave.

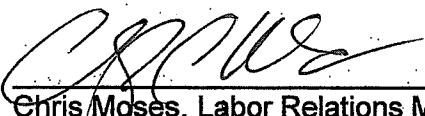
Section 21.8. Continuation of Certain Benefits while on Disability.

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

FOR THE CITY:



Ron Linville, Chief Negotiator



Chris Moses, Labor Relations Manager


6/25/20

Date

FOR THE UNION:



Kim Massengill-Barnardin, Chief Negotiator



Angela Williams, President

06/25/20

Date

ARTICLE 22 - INJURY LEAVE

Section 22.1. General Scope of Benefits and Eligibility for Injury Leave.

The injury leave program is a benefit intended to cover employees, **full-time and part-time**, injured on the job, ~~which is separate and distinct from any Workers' Compensation benefits.~~ Injury leave will be approved according to the provisions of this Contract, and the rules and policies of the Human Resources Director or designee. ~~and the Board of Industrial Relations. Workers' Compensation laws, rules, and court decisions do not apply to the injury leave program.~~ All full-time and part-time employees shall be allowed injury leave with pay up to a maximum of sixty (60) workdays per calendar year for on-the-job injuries, not to exceed a total of one hundred twenty (120) workdays per injury, for on-the-job injuries that meet the requirements set forth in this Article. The one hundred twenty (120) day total shall apply to injury leave taken on or after April 1, 1990, and any injuries (and any recurrences of the same injuries) occurring prior to January 1, 2009.

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

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

Injury leave benefits will be paid through the end of the fifth calendar year following the date of injury or diagnosis as determined by BWC.

Section 22.2. Deadline for Reporting Injury. Report of Injury.

Injuries, both original and recurrent, **believed to be service connected,** must be reported **immediately** to the employee's immediate **(or acting)** supervisor. ~~no more than two (2) working days after such injury occurs.~~ **The employee shall complete and submit the City of Columbus accident report to the Department's Human Resources representative within forty-eight (48) hours. If the employee is physically unable to comply with the forty-eight (48) hour deadline, the employee's immediate (or acting) supervisor will complete the accident report on his/her behalf and forward to the Department's Human Resources representative and the Department or Division Safety Officer. Failure to follow the reporting procedure may result in discipline. The City will confirm receipt of the accident report to the injured employee and the Union within forty-eight (48) hours of receipt.**

The employee's obligation to report his/her injury under this Section is not a condition precedent to being eligible for or receiving injury leave.

Section 22.3. Payment for Absence on Day of Injury.

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

Section 22.4. Deadline for Submitting Medical Documentation for Original and Recurrent Injuries.

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

Section 22.4.5. Determination by Director of Human Resources and Related Limitations and Procedures. Requirements for Receiving Injury Leave.

- (A) **Requirements for Receiving Injury Leave: All employees shall be allowed Injury Leave with pay up to a maximum of forty (40) workdays per year, not to exceed a total of eighty (80) workdays, per allowed BWC claim number upon verification of the following:**
- 1) **An order of the BWC, Industrial Commission, or court allowing the workers' compensation claim for the conditions disabling the employee per MEDCO 14 or equivalent presented by the employee's BWC approved medical provider and the City has not appealed the claim allowance; and**
 - 2) **A BWC approved medical provider of the employee's choosing determines that the employee is temporary and totally disabled; and**
 - 3) **The employee submits a MEDCO 14 or equivalent issued by the employee's BWC approved medical provider of record to the Department's Human Resources representative. Injury Leave will continue to be paid as long as supported by MEDCO 14 or equivalent from the employee's BWC approved medical provider.**
- (B) **Return to Work. No employee on injury leave shall be returned to work without written approval of the employee's BWC approved medical provider.**
- (C) **Continued Contact with Department and Return to Work Notification. An employee on Injury Leave shall maintain biweekly contact with the Department's Human Resources representative or designee during the period of time he/she is injured. This requirement may be modified in writing by the Department's Human Resources representative or designee for extended leaves. An employee shall notify the Department's Human**

Resources representative or designee at least seven (7) days before his/her expected return to work date to reconfirm that date.

(D) Employees receiving Injury Leave shall not:

(1) Engage in any outside activity inconsistent with restrictions or medical advice or that adversely affects the employee's recovery, as established by the employee's BWC approved medical provider; or

(2) Knowingly make a false or misleading statement, or alter, falsify, destroy or conceal any document in order to receive Injury Leave.

Violation of this Section may result in discipline.

(E) Termination of Benefits. Injury Leave will terminate:

(1) When the employee's BWC approved medical provider releases the employee back to work or for transitional duty; or

(2) For work hours during which the employee is incarcerated; or

(3) When Temporary Total benefits under the employee's workers' compensation claim are denied by the BWC or Industrial Commission; or

(4) When the Industrial Commission or the employee's BWC approved medical provider determines that the employee is no longer entitled to Temporary Total benefits because the employee has reached Maximum Medical Improvement, unless such benefits are reinstated following an appeal to court; or

(5) If the employee is disqualified from workers' compensation benefits; or

(6) If the employee accepts workers' compensation Temporary Total disability benefits; or

(7) When an employee is provided an opportunity to perform transitional duties within the restrictions provided by the employee's BWC approved medical provider and refuses.

No Injury leave time will be restored to an employee who has separated from City service.

(F) Injury leave found to be paid in error due to the employee's return to work, medical evidence of ability to return to work, employee's refusal to return to work in a transitional duty assignment approved by the employee's BWC approved medical provider, or the fraudulent receipt of Injury Leave while performing outside employment shall be promptly repaid to the City.

~~(A) Director of Human Resources Approval Required. Injury leave with pay shall be granted to an employee only for injuries determined by the Director of the~~

~~Human Resources Department or designee, as caused by the performance of the actual duties of the position. No employee shall be granted injury leave with pay unless the Appointing Authority has in his/her possession written authorization signed by the Director of the Human Resources Department or designee indicating the approximate length of the leave. If, in the judgment of the Director of the Human Resources Department or designee, the injury is such that the employee is capable of performing his/her regular duties or transitional duties during the period of convalescence, he/she shall so notify the Appointing Authority in writing and deny injury leave with pay.~~

- ~~(B) Medical Examination/Documentation. The City may require an independent medical examination for any employee requesting injury leave, at the City's expense. No employee on injury leave shall be returned to work without the written approval of an attending physician. The employee is required to provide continuing medical documentation prior to the estimated return to work date, to ensure uninterrupted injury leave coverage. All such documentation must be submitted to the appropriate Department or Division Human Resources representative.~~
- ~~(C) Duty to Reapply for Recurrence or Relapse. If there is a recurrent injury during working hours or a relapse during recovery or ongoing treatment, the employee must request approval for each instance of injury leave.~~
- ~~(D) Continued Contact with Department and Return to Work Notification. An employee on injury leave shall maintain biweekly contact with the division personnel officer during the period of time he/she is injured. This requirement may be modified in writing by the personnel officer for extended leaves. An employee shall notify the personnel officer at least seven (7) days before his/her expected return to work date to reconfirm that date.~~
- ~~(GE) Forty (40) Day Fitness Hearing. After forty (40) workdays, the City may conduct a hearing to determine the employee's ability to perform the essential functions of his/her classification.~~
- ~~(F) Fraudulent Claims. Fraudulent actions automatically preclude employees from receiving injury leave benefits and, if any benefits are paid pursuant to a fraudulent claim, they shall be repaid immediately and/or may be withheld from an employee's final pay upon termination.~~
- ~~(G) No Outside Employment. No injury leave payments shall be made to any employee who is working for another employer, working in self-employment, and/or receiving temporary total benefits.~~
- ~~(H) Limitation on Recreational Activities. In addition, no injury leave payment shall be made to any employee engaged in recreational activities when the physical demands of engaging in the recreation conflict with the approved injury/medical condition.~~

- ~~(H)~~**(H)** Coordination With FMLA Leave. Any injury leave which is granted for reasons permissible under an FMLA leave shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave.
- ~~(J)~~**(I)** Vocational Rehabilitation. If the Physician of Record indicates an employee is medically eligible to participate in vocational rehabilitation, the employee shall agree to participate in the Bureau of Workers' Compensation voluntary vocational rehabilitation program. In the event the employee chooses not to participate, the Appointing Authority will be notified in writing and injury leave with pay will be denied.

Section 22.6. Board of Industrial Relations Proceedings.

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

Section 22.57. Use of Other Leaves Pending Decision on Injury Leave.

~~Pending a decision **on the allowance of the employee's workers' compensation claim,** by the Director of the Human Resources Department or designee, an employee applying for injury leave may be carried on sick leave, vacation leave or compensatory time with pay, in that order, which shall be restored to his/her credit upon certification by the Director of the Human Resources Department or designee that **the conditions of Section 22.4 (A) have been satisfied.** ~~injury leave has been approved. If injury leave is not certified by the Director of the Human Resources Department or designee, the employee will be charged sick leave, vacation leave or compensatory time, in that order, for the time used or charged leave without pay after the employee's sick leave, vacation leave, and compensatory time are exhausted.~~~~

Section 22.68. Use of Injury Leave for Medical Examinations/Treatment and Certain Related Hearings.

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

injury if the Director of Human Resources or designee determines that such request is supported by medical documentation. However, such medical documentation must be submitted to the Director of Human Resources or designee by the employee prior to such appointment and/or treatment in order to be considered.

Section 22.79. Continuation of Benefits while on Injury Leave.

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

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

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

Section 22.814. Deadline for Application for Disability Following Exhaustion of Injury Leave.

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

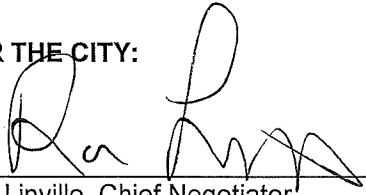
Section 22.912. Reopener.

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

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

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

FOR THE CITY:



Ron Linville, Chief Negotiator

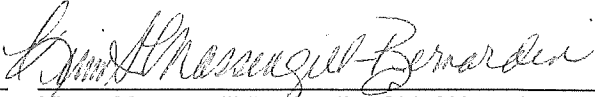


Chris Moses, Labor Relations Manager

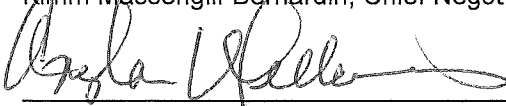
3/24/21

Date

FOR THE UNION:



Kimm Massengill-Bernardin, Chief Negotiator



Angela Williams, AFSCME Local 1632 President

03/24/21

Date

ARTICLE 23 - SPECIAL LEAVE WITH PAY

Section 23.1. Military Leave.

- (A) Full-time employees who are members of the Uniformed Services as defined by law shall be granted military leave of absence with pay when ordered to service in the Uniformed Services (including but not limited to active duty for training or annual training) for a period or periods not to exceed twenty-two (22) eight (8) hour work days (176 hours), whether or not consecutive, during each calendar year. In the event the Chief Executive Officer of the State of Ohio or the Chief Executive Officer of the United States declares a state of emergency exists, the employee, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this Section 23.1 for a period or periods, not to exceed twenty-two (22) eight (8) hour work days (176 hours), whether or not consecutive, during each calendar year.
- (B) An employee shall be paid his/her regular salary for each scheduled workday such employee is absent during military leave of absence with pay as authorized by this Article.
- (C) The City shall comply with all applicable Federal and State laws, and any City ordinances relating to the granting of military leave, including designating such leave as paid or unpaid, and reinstating employees upon the conclusion of said leave. The City will maintain the benefits offered under all applicable laws effective as of June 1, 2017 regardless of whether the laws are later revised to reduce the benefits provided therein.

Section 23.2. Jury Duty Leave.

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

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

during the employee's scheduled work hours, the employee shall deposit such funds with the City Treasurer.

- (B) When the employee receives notice for jury duty in any court of record of Franklin County, Ohio, or in any adjoining county, he/she shall present such notice to his/her immediate supervisor. A copy will be made of the notice and filed and recorded in the employee's personnel file.
 - (1) When notified by the court to report for jury duty on a day certain, a time report shall be completed and signed by the assignment commissioner or appropriate court official for each day during jury service setting forth the time of arrival and departure from the court. Such record shall be presented by the employee to his/her supervisor upon return to work.
 - (2) When an employee is required to be in court for jury duty he/she shall report directly to court. If an employee is released from Jury Duty two (2) or more hours prior to the end of his/her assigned shift, or if an employee is not required to report for Jury Duty until two (2) hours after the beginning of his/her assigned shift, he/she shall return/report to work. Alternatively, the employee, at his/her option, may charge such duty time at the beginning or end of his/her shift as vacation leave or compensatory time.

Section 23.3. Examination Leave.

Provisional employees shall be permitted time off with pay to participate in City Civil Service tests for their current position. All employees shall be permitted time off with pay to participate in City Civil Service tests for promotions (i.e., testing for a higher rated job classification than the employee currently holds). For City Civil Service tests not related to promotions, employees shall be permitted time off with pay to participate in the tests subject to operational needs. Any employee taking a required examination pertinent to his/her current City position before a state or federal licensing board shall be permitted time off with pay provided the Appointing Authority is given prior notice as soon as the employee knows the date of the examination.

Section 23.4. Court Leave.

- (A) Time off with pay shall be granted employees who are subpoenaed to attend any legal proceedings as a witness on behalf of the City of Columbus. Vacation leave or leave without pay shall be granted to employees who are subpoenaed for other purposes. The provisions of Section 23.2 shall apply in such cases. In the event an employee is required to appear as a witness in a legal proceeding on behalf of a governmental body other than the City, the Director of the Department of Human Resources or designee shall consider and may grant leave with pay, if appropriate.
- (B) Whenever employees are required, as a term of their employment, to appear in Court to testify as a witness, they shall not be required to furnish their home addresses or telephone numbers, unless directed to do so by the Court.

Section 23.5. Disaster Leave.

Time off with pay shall be allowed to a fully qualified employee for service in specialized disaster relief service for the American Red Cross. Said leave shall be granted only after the requisition of

the individual serving in such capacity by the American Red Cross. Eligibility of any employee for such service shall be established prior to the granting of leave and subject to the approval of the Appointing Authority for the individual involved.

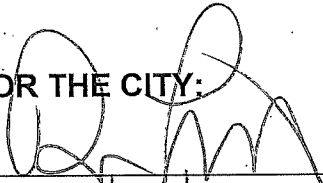
Section 23.6. Betty Brzezinski Living Organ Donor Leave.

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

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

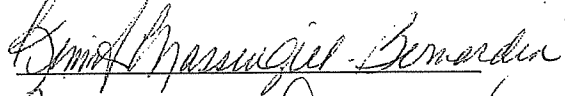
Such leave shall be charged as Family Medical Leave (FMLA) as provided in Article 24 and shall be subject to the twelve (12) week per rolling twelve (12) month period measured backward limitation for the length of an FMLA leave provided the employee qualifies as provided in Section 24.7.

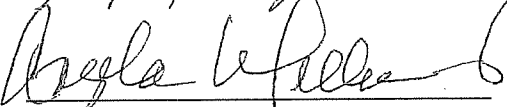
Paid time off pursuant to the Section is subject to review of appropriate medical documentation by the Director of Human Resources or designee.

FOR THE CITY:


6/25/20

Date

FOR THE UNION:




Date 06-25-20

ARTICLE 24 - LEAVE WITHOUT PAY

Section 24.1. Away Without Leave.

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

- (A) The employee does not call off by following the proper procedure and does not report for work;
- (B) The employee does not have enough accrued leave time to cover his/her absence;
- (C) The employee leaves the workplace without notifying and/or securing the approval of his/her supervisor, or if unavailable, the next available supervisor within his/her chain of command;
- (D) The employee leaves the workplace without adequate approval, e.g., he/she leaves a written request for leave but leaves without finding out if his/her supervisor, or if unavailable, the next available supervisor within his/her chain of command, has approved the request;
- (E) The employee fails to show or call off for scheduled overtime;
- (F) The employee reports to work but is seven (7) or more minutes late; and/or
- (G) The employee fails to follow the proper call off procedure.

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

Section 24.2. Unpaid Personal Leave.

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

Section 24.3. Unpaid Educational Leave.

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

Section 24.4. Unpaid Union Leave.

- (A) Long Term. At the request of the Union, a leave of absence without pay shall be granted to any classified employee who is a member of the Union and who is selected for the Union office or employed by a Union for a fixed term of office,

subject to the approval of the Appointing Authority. Such leave shall initially be limited to sixty (60) calendar days with possible extensions up to one (1) year. Such service will not constitute a break in service for seniority rights or promotional examination administered by the Civil Service Commission.

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

Section 24.5. Leave of Absence to Accept Provisional Appointment.

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

Section 24.6. Military Leave of Absence.

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

- (A) No employee shall lose his/her rank, grade or seniority enjoyed at the time of his/her enlistment, induction or call into the service of the Uniformed Services of the United States of America or any branch thereof.
- (B) Any employee, upon his/her discharge from the Uniformed Services, other than a dishonorable discharge, shall be returned to the position he/she held immediately prior to his/her enlistment or induction into the Uniformed Services or to a position of equal rank and grade. This reinstatement is conditioned on the employee establishing the fact that his/her physical and mental condition has not been impaired to the extent of rendering him/her incompetent to perform the duties of the position he/she previously held. Such employee must request restoration to his/her position within ninety (90) calendar days of receiving a discharge, other than a dishonorable discharge, from the Uniformed Services or his/her position will be declared vacant. Nothing contained in this Section shall obligate the City to pay an employee who is on military leave of absence except under the conditions set forth in Section 23.1.
- (C) An employee selected from an eligible list and having completed the probationary period who is serving in a position vacated temporarily due to the previous incumbent being in the Uniformed Services, shall be determined to have been given a permanent appointment if the returning employee does not return to work within the prescribed time.

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
6.25.20

- (D) The term "Uniformed Services" of the United States as used in this Section 24.6 shall be deemed to include such services as all applicable Federal and State laws, and any City ordinances relating to the granting of military leave.
- (E) Any employee who is transferred or advanced to a position by reason of a vacancy caused by an employee serving in the Uniformed Services shall be returned to the position he/she held before said transfer or advancement or to a position of equal rank or grade, upon the return of the employee from the Uniformed Services.
- (F) An employee appointed from an eligible list for assignment to a temporary position with the City, becoming available by virtue of an employee enlisting or being inducted or called into the Uniformed Services, shall be reinstated to the eligible list upon completion of the temporary employment.
- (G) In any case where two (2) or more employees who are entitled to be restored to a position left the same position in order to enter the Uniformed Services, the employee with greatest seniority in that classification shall have the prior restoration right without prejudice to the reemployment rights of the other employee or employees to be restored.
- (H) Where service in the Uniformed Services results from induction or call to active duty, leave shall be granted for the duration of such call.

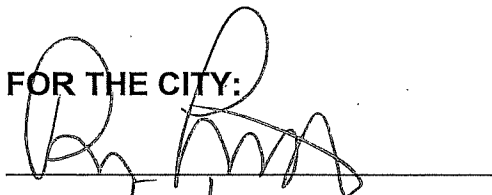
Section 24.7. Family and Medical Leave Act (FMLA) Leave.

- (A) The Family and Medical Leave Act requires employers to provide notice to employees of their rights and responsibilities under the FMLA. The City uses the Department of Labor Wage and Hour Division (WHD) publication 1420 to accomplish this notice and has included WHD publication 1420 in Appendix E. The City will implement the FMLA in accordance with the FMLA and Department of Labor FMLA regulations which may be in effect from time to time. The City specifically reserves all of its rights to rely upon and apply the FMLA and the Department of Labor FMLA regulations in its administration of FMLA leave regardless of the fact that the statute and regulations are not duplicated in this article.
- (B) In addition to the above paragraph, the City also:
 - (1) Calculates FMLA leave using a "rolling" twelve (12) month period measured backward from the date of any FMLA leave usage;
 - (2) Requires the employee to provide medical certification for his/her own serious health condition or the serious health condition of a family member as permitted by the FMLA and the regulations pertaining to the FMLA. An employee's failure to provide a timely medical certification may result in the delay or denial of leave;
 - (3) Retains the right to require written documentation of the family relationship when applicable;

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
6.25.20

- (4) Requires employees to follow all applicable customary notice and procedural requirements for requesting leave;
 - (5) Requires employees to substitute accrued paid leave for FMLA leave in the following order: sick leave, disability leave if applicable, and vacation. In addition, after an employee has exhausted all sick leave and vacation, an employee may request to use compensatory time for any FMLA-qualifying reason;
 - (6) Requires employees to take FMLA leave after the birth of a healthy child or after the placement of a healthy child for adoption or foster care only as a block of continuous FMLA leave (not intermittent leave) unless the City otherwise agrees. The Appointing Authority may authorize intermittent leave at its discretion;
 - (7) Requires employees who take FMLA leave for their own serious health condition to provide medical certification of their fitness to report back to work. The City may delay an employee's return to work until the certification is provided;
 - (8) Requires an employee on FMLA leave to report periodically on his/her status and intent to return to work. An employee is not permitted to work for another employer or work in self-employment while on FMLA leave from the City;
 - (9) Requires that leaves that are granted under any other provision of this Contract or under State law, whether paid or unpaid, including vacation leave, sick leave, disability leave, injury leave or leave without pay as provided in Articles 19, 20, 21, 22 and 24 respectively, for purposes which are covered under the Family and Medical Leave Act, shall be charged as FMLA leave and shall be subject to the twelve (12) week per rolling twelve (12) month period limitation for the length of an FMLA leave.
- (C) During an unpaid FMLA leave and subject to Section 13.2 (regarding accumulation of seniority), an employee shall not continue to accrue seniority and shall not accrue any employment benefits for the period of the leave, except for continuation of insurance benefits.

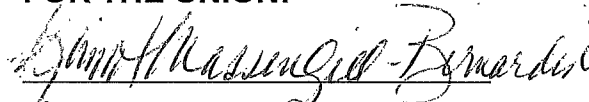
FOR THE CITY:



Date

6/25/20

FOR THE UNION:



Date 06/25/20

ARTICLE 25 - DRUG AND ALCOHOL TESTING

Section 25.1. Prohibited Conduct.

Employees shall be prohibited from:

- (A) Reporting to work or working under the influence of alcohol or medical marijuana; or
- (B) Consuming or possessing alcohol or medical marijuana at any time while on duty, or anywhere on any City premises, or while driving a vehicle on City business; or
- (C) Possessing, using, being under the influence of, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place; or
- (D) Abusing, illegally distributing or selling any prescription drug; or
- (E) Failing to report to their supervisor any work-related restrictions imposed as a result of prescription or over-the-counter medication they are taking; or
- (F) Using any adulterants or otherwise tampering with a specimen; or
- (G) Refusing to take a drug and/or alcohol test.
- (H) **Possessing or using drug paraphernalia and/or items used for substance abuse on any City premises or in any City vehicle.**

Section 25.2. Testing to be Conducted.

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

Testing procedures will be comparable to those set forth in Federal regulations governing drug and alcohol testing for CDL holders; except as follows: CDL holder with an alcohol level of .02 to .039 shall be relieved of duty but the result will not be considered positive; alcohol levels of .04 or higher shall be considered positive; the employee will be referred to EAP and will be required to take a return-to-duty test. The parties will work together to improve the process of reasonable suspicion testing.

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

- (B) Random Testing. All employees required to possess a Commercial Drivers License (CDL) shall be subject to random drug and alcohol testing pursuant to federal law and guidelines and the Drug and Alcohol Testing Policy.
- (C) Post-Accident Testing. All employees, while driving a vehicle on City business, who are involved in a vehicular accident, **shall be required to submit to drug and alcohol testing under the procedures for reasonable suspicion drug and alcohol testing set forth in Section 25.3,** where any of the following occurs:
- (1) A fatality; or
 - (2) The employee receives a citation and the a vehicle is disabled and requires a tow; or
 - (3) The employee receives a citation and someone involved in the accident requires **immediate** off-site medical treatment, ~~shall be required to submit to drug and alcohol testing under the procedures for reasonable suspicion drug and alcohol testing set forth in Section 25.3.~~

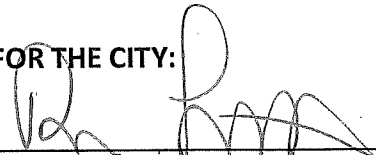
Section 25.3. Procedures.

- (A) Any employee who tests positive for drugs and/or alcohol shall be relieved of duty without pay (unless the employee elects to use his/her available vacation or compensatory time balances) and referred to the City's Employee Assistance Program (EAP). Before returning to work after a positive test result, an employee must take a return-to-duty test and test negative. An employee shall be subject to follow-up testing consistent with the federal regulations governing drug and alcohol testing for CDL holders.
- (B) Any employee who voluntarily requests drug and/or alcohol education and/or treatment shall not be disciplined in connection with that request, if the request is made prior to an accident, prior to selection for random testing, and prior to the City's reasonable suspicion.
- (C) Failure to cooperate and a refusal to test shall be construed as a positive test result. Any drug test which reveals the presence of adulterants shall be construed as a positive test.
- (D) Any employee who has completed his/her initial probationary period and tests positive the first time will not be disciplined for the positive result, although he/she may be disciplined for other work rule or policy violations in connection with that positive result. A second positive drug or alcohol test shall result in discipline up to and including termination of employment.
- (E) Any non-CDL holder who tests with an alcohol level of .04 to .059 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. Any non-CDL holder who tests .06 or higher shall be considered positive; the employee will be referred to EAP and will be required to take a return-to-duty test.

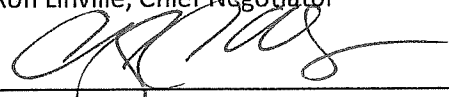
City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

- (F) The City shall maintain a policy and procedure for drug and alcohol testing consistent with the terms and provisions of this Contract.
- (G) The City will continue to conduct training on the reasonable suspicion and the random drug and alcohol testing process. This training will be provided to all affected employees, supervisors and Union representatives.
- (H) The City and the Union will make reasonable efforts to encourage self-referral to the EAP for education and treatment programs, upon request.

FOR THE CITY:



Ron Linville, Chief Negotiator

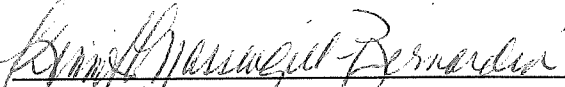


Chris Moses, Labor Relations Manager

7/23/20

Date

FOR THE UNION:



Kimm Massengill-Bernardin, Chief Negotiator



Angela Williams, AFSCME Local 1632 President

07/23/20

Date

ARTICLE 26 - WAGE AND COMPENSATION PLAN

Section 26.1. General Pay Plan.

(A) Pay Ranges and Rates of Pay.

- (1) Effective at the beginning of the pay period which includes April 1, 2017~~21~~²¹, the following pay ranges and hourly rates of pay are hereby established as the "General Pay Plan" of this Contract. These pay ranges and hourly rates of pay shall be applied to the several classes of positions as set forth in Appendix A. At initial hire, employees shall be paid in Step A or Step 0 in the appropriate pay range at the discretion of the Appointing Authority.

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement (3 year - 2021-2024)
3.24.21

3.0 ~~2.5~~ %

Pay Range	STEPS							
	A	0	1	2	3	4	5	
5	\$12.25	\$12.86	\$13.64	\$14.42	\$15.20	\$15.99	\$16.69	
6	\$13.77	\$14.50	\$15.27	\$16.04	\$16.81	\$17.57	\$18.35	
7	\$14.85	\$14.78	\$15.51	\$16.28	\$17.04	\$17.83	\$18.58	
8	\$14.29	\$15.04	\$15.79	\$16.53	\$17.35	\$18.09	\$18.84	
9	\$14.51	\$15.27	\$16.04	\$16.82	\$17.58	\$18.36	\$19.10	
10	\$14.84	\$15.61	\$16.37	\$17.12	\$17.87	\$18.64	\$19.39	
11	\$15.08	\$15.87	\$16.64	\$17.43	\$18.18	\$19.08	\$19.73	
12	\$15.42	\$16.23	\$17.00	\$17.75	\$18.50	\$19.25	\$20.03	
13	\$16.16	\$17.00	\$17.75	\$18.51	\$19.29	\$20.05	\$20.86	
14	\$16.52	\$17.38	\$18.12	\$18.90	\$19.66	\$20.44	\$21.10	
15	\$16.86	\$17.75	\$18.50	\$19.25	\$20.08	\$20.84	\$21.55	
16	\$17.28	\$18.17	\$18.98	\$19.72	\$20.49	\$21.23	\$22.08	
17	\$17.71	\$18.63	\$19.36	\$20.15	\$20.92	\$21.68	\$22.38	
18	\$18.89	\$19.86	\$20.60	\$21.44	\$22.19	\$22.94	\$23.66	
19	\$19.43	\$20.46	\$21.18	\$21.98	\$22.75	\$23.50	\$24.28	
20	\$19.90	\$20.93	\$21.69	\$22.43	\$23.15	\$23.94	\$24.70	
21	\$20.38	\$21.47	\$22.20	\$22.97	\$23.71	\$24.45	\$25.22	
22	\$20.70	\$21.76	\$22.56	\$23.33	\$24.13	\$24.85	\$25.65	
23	\$21.22	\$22.31	\$23.08	\$23.88	\$24.63	\$25.40	\$26.20	
24	\$21.82	\$22.94	\$23.66	\$24.44	\$25.20	\$25.95	\$26.72	
25	\$22.47	\$23.62	\$24.36	\$25.15	\$25.87	\$26.66	\$27.42	
26	\$23.09	\$24.32	\$25.05	\$25.82	\$26.59	\$27.33	\$28.06	
27	\$23.71	\$24.97	\$25.72	\$26.46	\$27.21	\$27.99	\$28.73	
28	\$24.36	\$25.63	\$26.37	\$27.15	\$27.92	\$28.69	\$29.44	
29	\$25.00	\$26.30	\$27.07	\$27.83	\$28.60	\$29.36	\$30.11	
30	\$25.72 - \$29.54	\$27.04 - \$31.08	\$27.81 - \$31.97	\$28.54 - \$32.84	\$29.31 - \$33.66	\$30.06 - \$34.98	\$30.79 - \$35.37	
31	\$29.28 - \$30.76	\$30.87 - \$32.37	\$31.62 - \$33.26	\$32.38 - \$34.09	\$33.16 - \$34.96	\$33.98 - \$35.78	\$34.71 - \$36.65	
32	\$31.25 - \$32.84	\$32.87 - \$34.55	\$33.64 - \$35.38	\$34.45 - \$36.29	\$35.26 - \$37.17	\$36.03 - \$38.00	\$36.81 - \$38.87	
33	\$32.52 - \$34.17	\$34.21 - \$35.95	\$34.98 - \$36.81	\$35.78 - \$37.75	\$36.63 - \$38.64	\$37.46 - \$39.51	\$38.24 - \$40.36	
34	\$33.84 - \$35.46	\$35.57 - \$37.32	\$36.40 - \$38.23	\$37.18 - \$39.15	\$38.00 - \$40.05	\$38.82 - \$40.96	\$39.63 - \$41.88	

(2) Effective at the beginning of the pay period which includes April 1, 2018~~22~~, the following pay ranges and hourly rates of pay are hereby established as the "General Pay Plan" of this Contract. These pay ranges and hourly rates of pay shall be applied to the several classes of positions as set forth in Appendix A.

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement (3 year - 2021-2024)
3.24.21

~~2.0~~ 3.5 %

Pay Range	STEPS						
	A	0	1	2	3	4	5
5	\$12.87	\$13.52	\$14.33	\$15.15	\$15.97	\$16.80	\$17.63
6	\$14.46	\$15.24	\$16.04	\$16.85	\$17.66	\$18.46	\$19.28
7	\$14.76	\$15.52	\$16.30	\$17.11	\$17.90	\$18.73	\$19.52
8	\$15.01	\$15.80	\$16.59	\$17.37	\$18.23	\$19.00	\$19.80
9	\$15.25	\$16.04	\$16.85	\$17.67	\$18.47	\$19.29	\$20.06
10	\$15.60	\$16.40	\$17.20	\$17.98	\$18.78	\$19.58	\$20.37
11	\$15.84	\$16.68	\$17.48	\$18.31	\$19.10	\$19.96	\$20.73
12	\$16.20	\$17.05	\$17.86	\$18.65	\$19.44	\$20.23	\$21.04
13	\$16.97	\$17.86	\$18.65	\$19.45	\$20.27	\$21.06	\$21.92
14	\$17.36	\$18.26	\$19.03	\$19.86	\$20.66	\$21.47	\$22.16
15	\$17.72	\$18.65	\$19.44	\$20.23	\$21.04	\$21.90	\$22.64
16	\$18.16	\$19.09	\$19.94	\$20.72	\$21.52	\$22.31	\$23.19
17	\$18.60	\$19.57	\$20.34	\$21.17	\$21.98	\$22.78	\$23.51
18	\$19.85	\$20.87	\$21.64	\$22.52	\$23.32	\$24.10	\$24.86
19	\$20.41	\$21.49	\$22.26	\$22.99	\$23.90	\$24.69	\$25.51
20	\$20.91	\$21.99	\$22.79	\$23.56	\$24.32	\$25.15	\$25.95
21	\$21.41	\$22.55	\$23.33	\$24.13	\$24.91	\$25.68	\$26.50
22	\$21.75	\$22.86	\$23.70	\$24.51	\$25.35	\$26.11	\$26.95
23	\$22.30	\$23.44	\$24.25	\$25.09	\$25.88	\$26.68	\$27.53
24	\$22.92	\$24.10	\$24.86	\$25.67	\$26.48	\$27.26	\$28.07
25	\$23.60	\$24.82	\$25.59	\$26.42	\$27.18	\$28.01	\$28.80
26	\$24.26	\$25.55	\$26.32	\$27.12	\$27.94	\$28.71	\$29.48
27	\$24.91	\$26.23	\$27.02	\$27.80	\$28.59	\$29.41	\$30.18
28	\$25.59	\$26.93	\$27.70	\$28.52	\$29.34	\$30.14	\$30.93
29	\$26.27	\$27.63	\$28.44	\$29.23	\$30.05	\$30.84	\$31.63
30	\$27.02 - \$31.04	\$28.41 - \$32.65	\$29.21 - \$33.59	\$29.99 - \$34.51	\$30.79 - \$35.36	\$31.58 - \$36.31	\$32.34 - \$37.16
31	\$30.84 - \$32.31	\$32.44 - \$34.01	\$33.22 - \$34.95	\$34.02 - \$35.81	\$34.83 - \$36.73	\$35.70 - \$37.59	\$36.47 - \$38.51
32	\$32.83 - \$34.51	\$34.54 - \$36.30	\$35.34 - \$37.17	\$36.19 - \$38.13	\$37.05 - \$39.06	\$37.85 - \$39.92	\$38.67 - \$40.84
33	\$34.17 - \$35.90	\$35.94 - \$37.77	\$36.75 - \$38.67	\$37.59 - \$39.66	\$38.48 - \$40.60	\$39.35 - \$41.51	\$40.18 - \$42.40
34	\$35.56 - \$37.25	\$37.37 - \$39.21	\$38.24 - \$40.17	\$39.07 - \$41.13	\$39.92 - \$42.08	\$40.78 - \$43.03	\$41.64 - \$44.08

- (B) The pay plan shall be applied in the following manner:
- (1) All employees will be paid in accordance with Section 26.1(A).
 - (2) Upon completion of each year of continuous service all employees will advance one step in their respective pay range until they reach Step 5.
 - (3) At no time will an employee be paid higher than the maximum hourly rate of any step.

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement (3 year - 2021-2024)
3.24.21

3.0 %

Pay Range	STEPS						
	A	0	1	2	3	4	5
5	\$12.62	\$13.25	\$14.05	\$14.85	\$15.66	\$16.47	\$17.19
6	\$14.18	\$14.94	\$15.73	\$16.52	\$17.31	\$18.10	\$18.90
7	\$14.47	\$15.22	\$15.98	\$16.77	\$17.55	\$18.36	\$19.14
8	\$14.72	\$15.49	\$16.26	\$17.03	\$17.87	\$18.63	\$19.41
9	\$14.95	\$15.73	\$16.52	\$17.32	\$18.11	\$18.91	\$19.67
10	\$15.29	\$16.08	\$16.86	\$17.63	\$18.41	\$19.20	\$19.97
11	\$15.53	\$16.35	\$17.14	\$17.95	\$18.73	\$19.57	\$20.32
12	\$15.88	\$16.72	\$17.51	\$18.28	\$19.06	\$19.83	\$20.63
13	\$16.64	\$17.51	\$18.28	\$19.07	\$19.87	\$20.65	\$21.49
14	\$17.02	\$17.90	\$18.66	\$19.47	\$20.25	\$21.05	\$21.73
15	\$17.37	\$18.28	\$19.06	\$19.83	\$20.63	\$21.47	\$22.20
16	\$17.80	\$18.72	\$19.55	\$20.31	\$21.10	\$21.87	\$22.74
17	\$18.24	\$19.19	\$19.94	\$20.75	\$21.55	\$22.33	\$23.05
18	\$19.46	\$20.46	\$21.22	\$22.08	\$22.86	\$23.63	\$24.37
19	\$20.01	\$21.07	\$21.82	\$22.54	\$23.43	\$24.21	\$25.01
20	\$20.50	\$21.56	\$22.34	\$23.18	\$23.84	\$24.66	\$25.44
21	\$20.99	\$22.11	\$22.87	\$23.66	\$24.42	\$25.18	\$25.98
22	\$21.32	\$22.41	\$23.24	\$24.03	\$24.85	\$25.60	\$26.42
23	\$21.86	\$22.98	\$23.77	\$24.60	\$25.37	\$26.16	\$26.99
24	\$22.47	\$23.63	\$24.37	\$25.17	\$25.96	\$26.73	\$27.52
25	\$23.14	\$24.33	\$25.09	\$25.90	\$26.65	\$27.46	\$28.24
26	\$23.78	\$25.05	\$25.80	\$26.59	\$27.39	\$28.15	\$28.90
27	\$24.42	\$25.72	\$26.49	\$27.25	\$28.03	\$28.83	\$29.59
28	\$25.09	\$26.40	\$27.16	\$27.96	\$28.76	\$29.55	\$30.32
29	\$25.75	\$27.09	\$27.88	\$28.66	\$29.46	\$30.24	\$31.01
30	\$26.49 - \$30.43	\$27.85 - \$32.01	\$28.64 - \$32.93	\$29.40 - \$33.83	\$30.19 - \$34.67	\$30.96 - \$35.60	\$31.71 - \$36.43
31	\$30.24 - \$31.68	\$31.80 - \$33.34	\$32.57 - \$34.26	\$33.35 - \$35.11	\$34.15 - \$36.01	\$35.00 - \$36.85	\$35.75 - \$37.75
32	\$32.19 - \$33.83	\$33.86 - \$35.59	\$34.65 - \$36.44	\$35.48 - \$37.38	\$36.32 - \$38.29	\$37.11 - \$39.14	\$37.91 - \$40.04
33	\$33.50 - \$35.20	\$35.24 - \$37.03	\$36.03 - \$37.91	\$36.85 - \$38.88	\$37.73 - \$39.80	\$38.58 - \$40.70	\$39.39 - \$41.57
34	\$34.86 - \$36.52	\$36.64 - \$38.44	\$37.49 - \$39.38	\$38.30 - \$40.32	\$39.14 - \$41.25	\$39.98 - \$42.19	\$40.82 - \$43.11

(3) Effective at the beginning of the pay period which includes April 1, 2019~~2023~~, the following pay ranges and hourly rates of pay are hereby established as the "General Pay Plan" of this Contract. These pay ranges and hourly rates of pay shall be applied to the several classes of positions as set forth in Appendix A.

- (C) Each year of continuous service shall be based upon an employee's continuous service as defined in Article 2. Solely for purposes of Section 26.1(A) and 26.1(B) of this Contract, a part-time employee will be deemed to have completed one (1) year of continuous service when he/she has accumulated more than 2,080 hours in paid status with no separation from City employment.
- (D) Employees shall qualify for the step increases provided for under this Section 26.1 on the first day of the pay period following completion of each required period of continuous service.

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

- (A) The term "earned compensation" shall mean any and all monies earned by an employee from the City of Columbus, for which there is a pension contribution.
- (B) Salary Reduction Employer Pick-up means the employee pays the retirement contributions and the employee's contributions are tax deferred. ~~Fringe Benefit Employer Pickup means the employer pays the retirement contributions. Both types of pick-up are used in this Section.~~

~~For all employees hired prior to May 15, 2011:~~

<u>*Effective Date</u>	<u>Fringe Benefit</u>	<u>Salary Reduction</u>
July 1, 2017	2%	8%
April 15, 2018	0%	10%

~~*Effective with the Pay Period that includes these dates.~~

~~Any remaining portion **All** of the employee contribution shall be paid by the employee. This contribution is a salary reduction employer pick-up and is tax deferred.~~

~~Transfers within the City and employment status changes (without a break in service) are exceptions to this provision.~~

~~All employees hired on or after May 15, 2011 will be responsible for paying the full employee contribution to the Ohio Public Employees Retirement System.~~

- (C) The City shall, in reporting and making remittances to the Ohio Public Employee Retirement System, report that each employee's contribution has been made as provided by statute and separate ordinances as required and as passed by City Council.
- ~~(D) If, at any time, the Ohio Public Employee Retirement System reduces the employee contribution to an amount less than ten percent (10%), the City's obligation shall be reduced accordingly with no further requirement to adjust employees' compensation.~~

Section 26.3. Administration of Pay Plan.

- (A) Pay Rates. All employees in the bargaining unit shall be granted a **two and one-half** ~~three~~ percent (**2.53**~~3~~%) pay increase effective at the beginning of the pay period which includes April 1, 201721; a three percent (3%) increase effective at the beginning of the pay period which includes April 1, 201822; and a **three and one-half** ~~two~~ percent (**3.52**~~2~~%) increase effective at the beginning of the pay period which includes April 1, 201923. The hourly rate of pay of each employee of the City shall be at the sole pay rate for employees whose classes are assigned to Pay Range 29 or below. Employees whose classes are assigned to Pay Range 30 or above shall be paid as provided herein, or at an hourly rate authorized for that pay range as provided in subsection (B), (C), and (D) below. Changes in pay made to any rate in Pay Range 30 and above shall be effective at the beginning of the next pay period following written notice by the Appointing Authority to the Civil Service Commission. Except as set forth in this Article, the City will not unilaterally change an employee's Pay Range.
- (B) New Hiring Rate. The hiring rate for a class shall be at the lowest pay rate in the range except as otherwise provided herein. Wherein a multiple pay range is established for a classification, the Appointing Authority will designate the range at which the employee shall be paid in accordance with Section 26.1(A).
- (C) Demotion. Whenever an employee is reduced from his/her class to a class which is assigned more than one pay range or more than one pay rate, the Appointing Authority shall have the sole discretion as to which range or rate the employee is entitled to be paid within the new class.
- (D) Local 1632 Merit Increases. The City shall continue a merit pay review system for bargaining unit employees assigned to classifications with variable pay ranges and/or pay ranges 30 and above. Each employee shall be evaluated once every two (2) years (provided the conditions set forth below are met) based on the employee's classification seniority date. If an employee meets or exceeds the requirements of the merit pay review system, the Appointing Authority or designee may approve a merit pay increase for him/her. If an employee has reached the highest step of the highest pay range(s) assigned to his/her classification, and otherwise qualifies for a merit increase, the Appointing Authority or designee may give that employee a merit bonus of two hundred (\$200), less taxes and appropriate deductions. If an employee is denied a merit pay increase, the employee shall be provided the reason(s) for such denial in writing. A merit increase will not be denied solely on the basis of a lack of funding. For employees whose classification seniority anniversary date occurs on or after April 1, 2003, employees who have reached the highest step in a single pay range, and otherwise qualifies for a merit increase, may receive a merit bonus of two hundred dollars (\$200), less taxes and appropriate deductions.

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

For those employees whose classification seniority date falls on or after July 1, 2008, any applicable merit increase must be given no later than the first day of the

first pay period following the ninetieth (90th) day after the employee's classification seniority date. Any merit increase processed after that date will be retroactive to said date.

- (E) Additional Compensation or Benefits. Except as provided in Section 26.7, no employee shall receive, and the City Treasurer shall not draw any checks or any additional compensation in any form, sick and injury leave, vacation, insurance coverage and any and all other benefits and privileges, for any employee who substitutes or acts for another in the position of another, other than the position to which he/she was appointed pursuant to the Ohio Constitution, City Charter provisions, and the rules and regulations of the Civil Service Commission. No Appointing Authority shall appoint any person or submit any personnel action form contrary to said constitution, charter, rules and regulations, and the provisions of this Contract.
- (F) Payroll Deductions. Payroll deductions shall be governed first by the ability of the City Auditor's payroll system to handle them, and secondly, upon a determination by the City of the type of payroll deductions which are to be offered to employees and also based upon which ones will benefit the largest number of employees. Deductions or withholdings, except where demanded or required by law, must be agreed to in writing by the employee with the specific reason stated in writing and filed with the Appointing Authority.
- (G) City Council Authorization Required. Neither the Civil Service Commission nor the City Auditor shall approve and/or pay any pay rate based on the assignment of any class to a pay range not specifically authorized by Board of Health, except as provided in Article 26.7.

Section 26.4. Report-In Pay.

When any full-time employee reports for work in his/her regular shift and has not received written notification from the Appointing Authority or his/her designee by the previous workday not to report, he/she shall be assigned at least three (3) hours of work at any available job, or in the event that no work is available, he/she shall be paid three (3) hours straight-time at his/her regular hourly rate and released from duty no more than thirty (30) minutes after the report-in time. All written notices not to report shall be countersigned by the employee affected. Where written notice is provided, the written notice may direct employees not to report to work for multiple work days. This Section shall not apply in hazardous weather conditions as set forth in Section 30.12.

Section 26.5. Call-Back Pay.

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

of the start of the employee's regular shift, he/she shall be paid a minimum of two (2) hours at time and one-half his/her regular hourly rate. If an employee is called back to work, he/she will be paid from the time he/she leaves his/her home until the time he/she is released from duty, subject to the above stated provisions. This provision does not apply in cases of overtime authorized as an extension of a regular shift.

Section 26.6. Shift Differential.

- (A) The Appointing Authority, at the time of hire, shall designate or assign the applicable shift for each new hire and such assignments shall not abridge the seniority rights of employees. The shift designation shall determine the shift differential for the entire shift. The provisions of this Section apply to full-time and part-time employees.
- (B) A differential in pay of fifty-seven cents (\$.57) per hour over the regular hourly rate shall be paid to employees who are assigned to work eight (8) hours on the second shift; a differential of seventy cents (\$.70) per hour over the regular hourly rate shall be paid to employees who are assigned to work eight (8) hours on the third shift.
- (C) Those employees whose regularly assigned shift is a rotating shift shall be paid a shift differential of seventy cents (\$.70) per hour over the regular hourly rate for all hours worked regardless of shift.
- (D) For purposes of computing leave with pay, except for compensatory time, shift differential shall not be paid in addition to regular pay.
- (E) In those departments, divisions, sections, offices, and programs where only one (1) shift prevails, no differential shall be paid regardless of the hours of the day that are worked.
- (F) Shift differential pay shall be added to the base hourly rate prior to computing the overtime rate.
- (G) Any employee who participates in a flextime program shall not qualify for shift differential pay.

Section 26.7. Working Out of Classification Pay.

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

Section 26.8. Service Credit.

A service credit payment shall be paid during December of each year to those full-time employees of the City, who are in active service, paid status or authorized leave without pay as of November 30 of each calendar year. The computation of the total years of continuous service as set forth in the following schedule shall be based upon paid status as a full-time employee as of November 30 of the appropriate calendar year. For the sole purpose of determining service credit in this

Section 26.9, the years of continuous service in the schedule below shall include military leave without pay, leave without pay due to a City injury when the employee is receiving payments in lieu of wages from the Ohio Bureau of Workers' Compensation, and other administrative leave without pay as authorized by the Appointing Authority for activities connected with City employee relations. No service credit shall be allowed or paid to any employee for time lost for any other leave without pay or time lost as a result of disciplinary action.

SERVICE CREDIT PAYMENT SCHEDULE

More than 5 years of continuous service	\$650
More than 8 years of continuous service	\$750
More than 14 years of continuous service	\$850
More than 20 years of continuous service	\$950
More than 25 years of continuous service	\$1050

Section 26.9. Police Communication Technician Training Pay.

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

Section 26.10. Pay Review Committee.

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

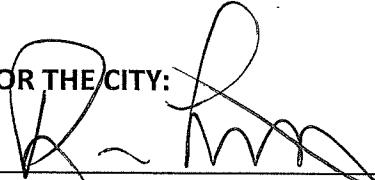
Section 26.11. Perfect Attendance.

Each full-time employee who has perfect attendance for a full quarter of a payroll year shall receive one hundred dollars (\$100.00) incentive payment for that quarter less taxes and appropriate deductions. Any vacation leave that must be taken or forfeited in accordance with Section 19.3, will not be considered as leave time off when determining perfect attendance for that quarter. Any vacation leave donated in accordance with the Time Donation Program set forth in Article 33 will not be considered as leave time off when determining perfect attendance for that quarter. Further approved union business as defined in Article 6; jury duty leave in accordance with Section 23.2; and holidays as provided in Article 17; will not be considered leave time off when determining perfect attendance for that quarter.

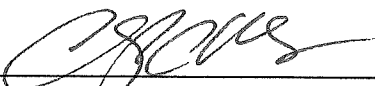
Section 26.12. 911 Emergency Dispatcher/Call Taker Court Pay.

When a 911 Emergency Dispatcher or 911 Emergency Call Taker is subpoenaed to court and so reports, he/she shall be paid or credited a minimum of four (4) hours at his/her appropriate rate of pay, unless the court clock-out time is within one-half (1/2) hour of the beginning of his/her tour of duty or later. In the latter case, he/she shall be paid at a rate of time and one-half (1 1/2) for all hours worked up to the starting time for that tour of duty.

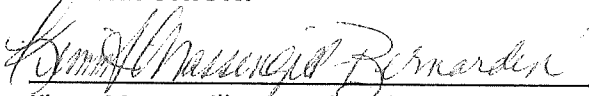
If the 911 Emergency Dispatcher or 911 Emergency Call Taker is notified not to appear in court at least the day before the member is required by subpoena to appear in court, no court pay shall be provided; rather, the daily overtime provision will apply.

FOR THE CITY:



Ron Linville, Chief Negotiator



Chris Moses, Labor Relations Manager
3/24/21

FOR THE UNION:


Kimm Massengill-Bernardin, Chief Negotiator



Angela Williams, AFSCME Local 1632 President
03/24/21

ARTICLE 27 - INSURANCE

Section 27.1. Health Insurance.

The City shall continue to provide comprehensive major medical, dental, vision care, **life insurance** and prescription drug benefits for all full-time employees as are now in effect, with modifications as detailed below, for both the employee and family coverage. ~~Employees must complete ninety (90) days of continuous city service before qualifying for dental and vision benefits; such benefits will become available at the start of the month following the ninety (90) days of continuous service.~~ **Employees shall become eligible for such benefits on the first month following their hire date. If hired on the first day of the first month, the employee's coverage will begin immediately.**

(A) Comprehensive Major Medical.

- (1) Weight loss schedule limited to examination charges only. Food supplements in the treatment of obesity are excluded.
- (2) Services rendered by a Hospice Care program will be covered up to a maximum of sixty (60) days. Covered services include those services for which the employee and covered dependents are eligible during a hospital admission.
- (3) 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.
- (4) Maternity benefits will be covered as follows: 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, unless the mother and attending provider mutually consent that the mother and child can be discharged earlier.
- (5) ~~A two hundred dollar (\$200.00) annual single 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.~~

Effective January 1, 2018, ~~if~~ the employee and/or dependent receive services from a preferred provider (PPO), reimbursements will remain at the current eighty/twenty percent (80/20%) coinsurance and will be subject to the single ~~and family~~ deductibles and out-of-pocket maximums listed in Appendix F.

Deductibles, Out-of-Pocket Maximums and visit limits will fully reset on January 1st of each year.

- (6) ~~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.~~

~~Effective January 1, 2018, if the employee and/or dependent receive services from a preferred provider (PPO), reimbursements will remain at the current eighty/twenty percent (80/20%) coinsurance and will be subject to the single and family deductibles and out-of-pocket maximums listed in Appendix F.~~

Deductibles, Out-of-Pocket Maximums and visit limits will fully reset on January 1st of each year.

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

~~Effective January 1, 2018, if a preferred provider is not used, coinsurance will be reduced to sixty/forty percent (60/40%) of one hundred forty percent (140%) of the published reimbursement rates allowed by Medicare and subject to the single and family deductibles and out-of-pocket maximums listed in Appendix F. Any network modifications made by the plan administrator will apply.~~

- (8) Temporomandibular joint pain dysfunction, syndrome or disease or any related conditions collectively referred to as "TMJ" or "TMD" will be covered on the basis of medical necessity, up to a lifetime maximum of two hundred dollars (\$200.00). This limit does not apply to surgical services on the jaw hinge.
- (9) Preventive care services, as defined and updated under the Affordable Care Act ("ACA"), will be provided by doctors and health care professionals within the City's plan provider network without cost-sharing (copayments, coinsurance and deductibles).

Preventive services that are not originally defined or eventually included in the ACA shall be subject to the annual deductible, co-insurance, and out-of-pocket maximum as specified in Section 27.1(A)(5), (6) and (7).

Preventive services rendered by non-network providers shall be subject to the annual deductible, co-insurance, and out-of-pocket maximum as specified in Section 27.1(A)(5), (6) and (7), and twenty percent (20%) penalty.

~~Effective January 1, 2018,~~ ~~a~~**An** emergency room visit will be subject to a seventy-five dollar (\$75.00) co-pay per visit and twenty percent (20%) co-insurance after the co-pay and deductible. If admitted, the co-pay will be waived. An in-network urgent care visit will be subject to a thirty (\$30.00) dollar co-pay per visit and twenty percent (20%) co-insurance after the co-pay and deductible. A non-network urgent care visit will be subject to a thirty dollar (\$30.00) co-pay per visit and forty percent (40%) co-insurance after the co-pay and deductible. **Mental services will not be subject to the emergency room or urgent care copays.**

The co-pay does not apply to the annual deductible and coinsurance; but, the co-pay does apply to the out of pocket maximum. The annual medical plan deductible will not apply to office visit charges for which the office co-payment applies. Care rendered by non-network providers shall be subject to the annual deductible, co-insurance, out-of-pocket maximum, and twenty percent (20%) penalty as specified in Section 27.1(A)(5), (6) and (7).

~~Effective January 1, 2018,~~ ~~c~~**Care** rendered by non-network providers shall be subject to the annual deductible, co-insurance and out-of-pocket maximum as specified in Appendix F.

- (B) ~~Prescription Drug. The City shall maintain the current prescription drug coverage, except for the following modifications, unless otherwise specified below. Effective January 1, 2018,~~ ~~t~~**The City will provide a prescription drug coverage plan as set forth below** that provides for the use of a formulary and prior authorization requirements:

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

~~Effective January 1, 2018,~~ ~~t~~**The employee shall be responsible for a five dollar (\$5.00) co-pay for a Tier 1 drug. For a Tier 2 drug, the co-pay is fifteen dollars (\$15.00). For a Tier 3 drug, or if the prescription is written "dispense as written" and a lower tier drug exists, the co-pay is thirty dollars (\$30.00). The annual out-of-pocket maximum for single contract per year will be two thousand dollars (\$2,000.00); the annual out-of-pocket maximum per family contract per year will be four thousand dollars (\$4,000.00).**

- (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-~~

Insured members should contact the City's health plan administrator prior to obtaining preventive services for determination of preventive services coverage.

- (10) In addition to the preventive services provided for under the ACA, the City shall maintain preventive coverage and limits for the following services:
 - a) Provide coverage for an annual (one (1) per calendar year) routine prostate/colon rectal cancer tests for men age 40 and over ~~up to a maximum of eighty-five dollars (\$85.00);~~
 - b) For men age 40 and over, an annual (one per calendar year) PSA blood test will be covered ~~up to a maximum of one hundred dollars (\$100.00);~~ and
 - c) Provide coverage for one (1) baseline mammogram for women 35-39 years old.
- (11) Utilization review will determine the medical necessity of chiropractic visits.
- (12) Prescription drug deductible charges are not payable under this medical contract.
- (13) Any reference to UCR in this Contract or related plan documents shall be replaced by reasonable charges.
- (14) The City will work with the Union to plan, promote, and provide wellness training and awareness.
- (15) A ~~fifteen~~ **twenty** dollar (~~\$15~~**20**.00) co-pay per in-network primary care physician visit (PCP includes Family, General, Internal, Pediatrician, and OB/GYN physicians) or mental health office visit, will apply. Mental health office visits will not be subject to frequency limits. Eligible services, which shall include diagnostic, surgical and/or specialty services, and routine prostate/colon rectal cancer tests ~~subject to the limits specified in Section 27.1 (A) (10) (a) and (b),~~ provided in the network physician's office and billed by that office shall be covered at one hundred percent (100%) after office visit co-pay. ~~Effective January 1, 2018, the co-pay per in-network primary care physician visits will be twenty dollars (\$20.00) per visit.~~

~~A specialty care physician office visit will be subject to a twenty-five dollar (\$25.00) co-pay per in-network specialist visit. Eligible services, which shall include diagnostic, surgical and/or specialty services, and routine prostate/colon rectal cancer tests subject to the limits specified in Section 27.1 (A) (10) (a) and (b), provided in the network physician's office and billed by that office shall be covered at one hundred percent (100%) after office visit co-pay. Effective January 1, 2018, t~~The co-pay for specialty care physician office visits will be thirty dollars (\$30.00) per visit.

~~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, 2018, m~~Mail order prescription drugs will be limited to a thirty (30) day minimum and a ninety (90) day maximum supply. The out-of-pocket maximum for prescription drugs fulfilled through mail order will be the same as described in Section 27.1(B)(1) above. Under the mail order program, the employee shall be responsible for a twelve dollar and fifty cents (\$12.50) co-pay for a Tier 1 drug. For a Tier 2 drug, the co-pay is twenty-five dollars (\$25.00). For a Tier 3 drug, or if the prescription is written "dispense as written" and a lower tier drug exists, the co-pay is sixty dollars (\$60.00).

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

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

~~Effective January 1, 2018, the prescription drug program will include prior authorization requirements for certain types of drugs; and some drugs will require the employee and/or dependent to undergo step therapy (trial of a lower cost drug before a higher cost drug is covered). The prescription drug program administrator will determine which drugs require prior authorization and/or step therapy.~~

The City's prescription drug coverage plan will include the following clinical programs:

- (a) **Formulary.**
No changes to the formulary shall be effective until thirty (30) days following the date written notice is delivered to the Union. Tier changes to the formulary will happen once per year.
- (b) **Exclusions.**
Under the exclusion program prescription drugs may be excluded from the formulary only if an equivalent generic or therapeutically equivalent prescription drug remains available on the formulary or over-the-counter.
- (c) **Prior Authorization.**
- (d) **Step Therapy (trial of a lower cost drug before a higher cost drug is covered).**

(e) **Specialty Pharmacy.**

The City's Pharmacy Benefits Manager (PBM) will determine which drugs are included in any or all of these clinical programs and the applicable quantity level limits subject to the restrictions noted above.

- (4) Services Not Covered **as noted in the Summary Plan Description:**
- Experimental drugs.
 - Drugs which may be dispensed without prescription.
 - Non-prescription items.
 - Medications which are covered under the terms of any other employer sponsored group plan, or for which the individual is entitled to receive reimbursement under Workers' Compensation for any other federal, state or local governmental program.
 - Immunization Agents (except as defined or included in the ACA).
 - Drugs deemed not medically necessary.
 - Administration of prescription drugs.
 - Any prescription refill in excess of the number specified by the physician or any refill dispensed after one (1) year from date of the physician's original order.
 - Medication taken by, or administered to, the individual while a patient is in a licensed hospital, extended care facility, nursing home or similar institution which operates or allows to be operated, on its premises, a facility for dispensing drugs.
 - Anti-obesity drugs.
 - Dietary and food supplements.
- (5) Dispensing Limitation. Each prescription may be filled up to a maximum of a thirty (30) day supply at retail and ninety (90) days supply at mail order.
- (6) Control Drug Management Program. ~~Effective January 1, 2018, t~~The City's prescription drug program administrator will review prescriptions to assess whether abuse of narcotics and similar drugs may be occurring and will follow up with prescribing physicians as appropriate to further evaluate any suspected instances of abuse.
- (7) Misuse of Prescription Drug Program. Misuse or abuse of the prescription drug program, verified by the appropriate law enforcement agency, shall result in suspension of the employee's prescription drug card for a period of twelve (12) months. As used herein, verification of misuse or abuse of the prescription drug program occurs when the appropriate law enforcement agency files criminal charges against the employee or dependent, or refers (diverts) the employee or dependent to a counseling and rehabilitation program in lieu of criminal charges. If the employee/dependent is found not guilty, the prescription drug card shall be reinstated.

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

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

The City shall maintain the current dental coverage, except as modified below.

- (1) The maximum annual amount for covered dental expenses, except for orthodontics, for employees and eligible dependents shall be \$1,500.00.
- (2) The lifetime maximum payable for orthodontia services for eligible dependents under age nineteen (19) shall be \$1,850.00.

- (D) Cost Containment. The term "employee" as it pertains to this section shall mean the employee and all of his/her eligible dependents. **The parties agree to the UnitedHealthcare "UHC" "medical necessity" program as it exists as of the execution of this Contract, The City shall provide the Union with at least sixty (60) days advance written notice of any material changes to the "medical necessity" program. Employees will not be adversely impacted by any such change unless such advanced notice has been given.**

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

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

- (2) Assigned Length of Stay (Concurrent Review). Once an elective admission has been pre-certified, a length of stay is assigned. If the hospital stay extends beyond the assigned length of stay, the employee will be responsible for all additional charges of medically unnecessary care, in addition to the deductible, coinsurance and out of pocket maximum.

Medically necessary care will constitute justification for certification of a length of stay extension by the City's utilization review administrator.

- (3) Continued Treatment and Technological Review. These treatments will include:
 - (a) Therapy
 - (1) Physical Therapy
 - (2) Occupational Therapy
 - (b) Advanced Technological Procedures
 - (1) Magnetic resonance imaging (MRI)
 - (2) Lithotripsy
 - (3) Ultrasound imaging during pregnancy
 - (4) Angioplasty
 - (c) Treatment
 - (1) Chiropractic
 - (2) Podiatric

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

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

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

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

- (5) Medical Case Management. This program allows a consultant to review an employee's medical treatment plan to determine whether the covered person qualifies for alternate medical care. The determination of eligibility for a patient's medical case management will be primarily based upon medical necessity and appropriate medical care. Recommendations will be made to the family and health care providers. The utilization review administrator will recommend alternate medical treatment on a case-by-case basis. Alternate medical treatment benefits refer to expenses that are approved before they are incurred, which may not otherwise be payable as covered expenses under the medical plan.
- (6) Planned Discharge Program. In the event an employee is hospitalized and it is determined that hospitalization is no longer needed, this program allows the patient to receive care in the most medically appropriate setting.
- (7) Hospital Bill Review. If an employee reviews his/her hospital bill and discovers overcharges by the provider, he/she will receive fifty percent (50%) of the reimbursed overcharges up to a maximum of \$250.00 per employee per confinement, upon verification of such overcharges by the third party administrator.
- (8) Hold Harmless. In the event a dispute arises over payment for services provided, the City shall hold harmless an employee or dependent who, prior to receiving such services, has: 1) complied with the requirements and certification of the cost containment program, and 2) verified benefit plan coverage through the third party administrator.

Section 27.2. Life Insurance.

- (A) **The City shall provide term life insurance, not to exceed two hundred thousand dollars (\$200,000), for all eligible employees.** The City shall maintain term life insurance in the amount of one and one-half times the employee's straight-time hourly rate in effect at the time of death, multiplied by 2,080 hours, or \$27,000, whichever is greater, for all full-time employees less than sixty-five (65) years of age. Full-time employees sixty-five (65) to seventy (70) years of age shall receive term life insurance in the amount of either sixty-five percent (65%) of one and one-half times the employee's straight time hourly rate in effect at the time of death multiplied by 2,080 hours, or \$17,700, whichever is greater. Full-time employees seventy (70) years of age and over shall receive term life insurance in the amount of either thirty-nine percent (39%) of one and one-half times the employee's hourly rate in effect at the time of death multiplied by 2,080 hours, or \$10,530, whichever is greater.

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

Section 27.3. Vision.

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

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

Professional Fees

Examination up to \$35.00

Materials

Single Vision Lenses, up to \$35.00
Bifocal Lenses, up to \$50.00
Trifocal Lenses, up to \$60.00
Lenticular Lenses, up to \$90.00
Frames, up to \$35.00
Contact Lenses - necessary \$170.00
Contact Lenses – cosmetic \$90.00

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

Section 27.4. Eligibility for Insurance Plans.

- (A) Full-Time Employees. Eligibility for enrolling new employees for health insurance, dental insurance, vision care, prescription drug, and term life insurance shall be based upon an employee's active service in a position or employment, which is to be performed in accordance with an established scheduled working time, such schedule to be based upon not less than forty (40) hours per seven (7) consecutive calendar days for fifty-two (52) consecutive seven (7) day periods per annum unless otherwise required by Federal Law or Regulations.

Employees shall become eligible for the benefits outlined in Sections 27.1 through 27.5 on the first of the month following their hire **or appointment** date ~~or on the first of the month following the date upon which they complete ninety (90) days of continuous City service,~~ unless hired **or appointed** on the first of the month, whichever is applicable.

Full-time employees may waive coverage in the employee insurance programs during **new hire period or the annual open enrollment month** ~~the month of February~~ in each calendar year. Once the waiver is executed, the employee must wait until **the annual Open Enrollment Month** ~~(February)~~ in a subsequent year to re-enroll in the benefit plans. In the event of a **Qualifying Life Event** (divorce, legal separation, the death of a spouse or the spouse involuntarily loses family

coverage through the spouse's employer), the employee may enroll with the City of Columbus insurance program within thirty (30) days of such event date.

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

(B) ~~(C)~~ **Part-Time Employees Regular. For the purpose of this article, Part-Time Employee means an employee that works an average of less than thirty (30) hours per week (seven (7) day calendar period), unless otherwise required by law.** Eligibility for enrolling part-time regular employees for medical, **dental insurance, vision care,** and prescription insurance coverage only shall be based upon membership in the bargaining unit; and the employee having worked at **least** minimum of 1,040 hours **in** the previous calendar year; and payment of **thirty (30%) percent** one-half of the established funding rate, which will be converted into a single and family premium. Enrollment will occur during **the annual Open Enrollment Month** (February). In the event of a **Qualifying Life Event** (divorce, legal separation, the death of a spouse, or the spouse involuntarily loses family coverage through the spouse's employer), the eligible employee may enroll with the City of Columbus insurance program within thirty (30) days of such event date. Upon the completion of two (2) consecutive years and a minimum of 2,080 hours, and every consecutive year thereafter, employees' eligible dependents are eligible to enroll for medical coverage during Open Enrollment Month.

Section 27.5. Employee's Monthly Premiums.

(A) ~~The monthly premium for full-time employees hired before September 1, 2017 who participate in the City's insurance programs shall be an amount equal to thirteen percent (13%) of the negotiated insurance base. Effective with the pay period that includes April 1, 2018, the monthly premium for full-time employees hired before September 1, 2017 who participate in the City's insurance programs shall be an amount equal to fourteen percent (14%) of the funding rate established by the actuary for the City. Effective with the pay period that includes April 1, 2019, the monthly premium for full-time employees hired before September 1, 2017 who participate in the City's insurance programs shall be an amount equal to fifteen percent (15%) of the funding rate established by the actuary for the City. The monthly premium for all full-time employees hired on or after September 1, 2017 who participate in the City's insurance programs shall be an amount equal to~~

twenty percent (20%) of the funding rate established by the actuary for the City. **It is the intent of the Parties that the increased cost of premiums for new hires on or after September 1, 2017 shall be shared equally based upon the number of bargaining unit employees enrolled in the City's insurance program as of the pay period that includes January 1. Effective with the pay period that includes April 1, 2022 and thereafter, the monthly premium will be increased to include the difference between the applicable premium for those hired before September 1, 2017 (15%) and the premium for those hired on or after September 1, 2017 (20%).**

The funding rate established by the actuary for the City will be provided to the Union for each benefit year of February 1 through January 31. The premium will be established as single and family rate. For full-time limited and part-time regular employees who participate in the City's insurance programs, premiums will be paid pursuant to provisions in Section 27.4. Half of the monthly premium will be deducted each pay period not to exceed the total monthly premium.

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

- (B) Tobacco Surcharge. If an employee hired on or after September 1, 2017 who participates in the City's insurance program and uses tobacco, the employee will be charged a twenty-five dollar (\$25.00) per month surcharge effective September 1, 2017.
- (C) Providing the employee continues monthly premium coverage payments, insurance coverages for which the employee is eligible will be extended ninety (90) days beyond the end of the month during which an employee's approved leave without pay or leave of absence status became effective. The employee's insurance will then be terminated with an option to participate in the City's insurance continuation program, COBRA, as defined in Article 2, at the employee's expense.

Section 27.6. Pre-Tax Benefits.

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

- (A) Insurance Premiums. Each participant who elects to pre-tax the monthly insurance premium must complete the necessary election form, which authorizes the City payroll to pre-tax that premium.
- (B) Dependent Care Program. Each participating employee who elects to enroll in the Dependent Care Program will determine an amount to be pre-taxed biweekly through payroll deduction. The annual pre-tax limit, determined by each participant, shall not conflict with IRS limits identified in the Internal Revenue Code.

- (C) Amendments to the annual pre-tax maximum can only occur during Open Enrollment Month, on the annual plan renewal date or when a change in status occurs.
- (D) Participants will submit allowable claims to the City's plan administrator. Remittance from the participant's Dependent Care account will be sent directly to each plan participant. Amounts for which a participant does not have an eligible claim will be forfeited at the end of each plan year. These pre-tax plans will remain in effect so long as they continue to be authorized by the Internal Revenue Code.

Section 27.7. Appeal Process.

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

FOR THE CITY:



Ron Linville, Chief Negotiator

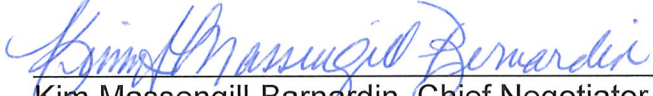


Chris Moses, Labor Relations Manager

3/25/2021

Date

FOR THE UNION:



Kim Massengill-Barnardin, Chief Negotiator



Angela Williams, President

3-25-2021
Date

ARTICLE 28 - CONTINUING EDUCATION/TRAINING

Section 28.1. Tuition Reimbursement.

~~All full-time employees with one (1) or more years of continuous active service shall be eligible for a reimbursement of instructional fees and laboratory fees of up to one thousand six hundred dollars (\$1,600) per calendar year for undergraduate studies or up to two thousand dollars (\$2,000) per calendar year for graduate studies voluntarily undertaken by him/her. Effective January 1, 2018, a~~ All full-time employees with one (1) or more years of continuous active service shall be eligible for a reimbursement of instructional fees and laboratory fees of up to four thousand dollars (\$4,000) per calendar year for undergraduate studies or up to four thousand five hundred dollars (\$4,500) per calendar year for graduate studies voluntarily undertaken by him/her. Reimbursement shall not exceed a combined total of four thousand five hundred dollars (\$4,500.00) per calendar year for undergraduate and graduate studies. The tuition reimbursement program shall be subject to the following conditions:

- (A) No employee on an unpaid leave of absence, unauthorized leave of absence, disability leave or injury leave may apply for tuition reimbursement.
- (B) All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Appointing Authority or his/her designee and with the Department of Human Resources. All courses are subject to approval by the Department of Human Resources. There must be a correlation between the employee's duties and responsibilities or courses that may lead to career advancement within the City and the courses taken or the degree program pursued. All scheduled times of courses must be approved by the Appointing Authority or his/her designee. Any situation which, in the discretion of the Appointing Authority or his/her designee, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses.
- (C) Institutions must be located or courses of instruction given within Franklin County or adjoining counties. If a specific course(s) is not offered at an approved institution within Franklin County or adjoining counties, an approved institution elsewhere in Ohio may be utilized. Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers. Courses required for a degree must be taken from an institution accredited by an accreditation agency recognized by the U.S. Department of Education. Internet courses will be approved on a case-by-case basis. "Distance learning" and similar fees related to enrollment in internet courses will not be reimbursed. Correspondence courses, seminars, conferences and workshops are not included.
- (D) The Department of Human Resources shall determine the approved institutions for which reimbursement for instructional fees and laboratory fees may be made under this Section. Only those institutions approved by the Department of Human Resources shall establish eligibility of the employee to receive reimbursement for

instructional fees and laboratory fees. Additional institutions may be added by forwarding an application for reimbursement to the Department of Human Resources. Application for approval of institutions and courses must be made to the Department of Human Resources not more than sixty (60) days or less than ten (10) days prior to the first day of the scheduled course(s).

- (E) Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible for under this Section 28.1. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to payment from the City.
- (F) Reimbursement for instructional fees and laboratory fees will be made when the employee satisfactorily completes a course and presents an official certificate or its equivalent and the original of the unpaid invoice from the institution confirming completion of the approved course. A deferred payment charge or any other fees associated with an employee's deferral of tuition payment will not be reimbursed. **The employee must submit this documentation within six (6) weeks of the course completion, unless unable to do so through no fault of their own.**
- (G) No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals or any other expense connected with any course except the cost of instructional fees and laboratory fees as outlined in Paragraph (F).
- (H) Any employee participating in the tuition reimbursement program who resigns or retires or is discharged for cause must repay the tuition reimbursement paid by the City for courses taken less than two (2) years prior to the date of termination or discharge. If necessary, this amount will be deducted from the employee's terminal leave pay or his/her final paycheck. The Director of Human Resources will review exemptions to the repayment on a case by case basis.
- (I) The administration of the tuition reimbursement program will require the Department of Human Resources to be responsible for establishing rules, devising forms and keeping records for the program.

Section 28.2. General Educational Development (GED) Program.

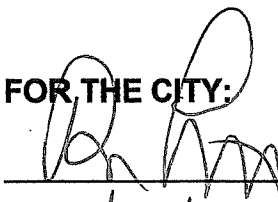
Each full-time employee with one (1) or more years of continuous City service who successfully completes GED certification shall be eligible for a full, one-time reimbursement of the examination fee subject to the following conditions:

- (A) Any financial assistance from any governmental or private agency available to an employee in pursuit of his/her GED shall be deducted in the entire amount from the reimbursement. If an employee's examination fee is fully covered by another governmental or private agency, then the employee is not entitled to payment from the City.
- (B) Reimbursement of the examination fee will be made when the employee satisfactorily completes the GED examination and presents an official certificate or its equivalent and a receipt of payment confirming completion of the examination.

- (C) Reimbursement will be granted for books connected with the GED preparation or examination up to one hundred dollars (\$100.00). No reimbursement will be granted for paper, supplies of whatever nature, transportation, child care, meals or any other expense connected with the GED preparation or examination.
- (D) Time off with pay may be granted, with the approval of the Appointing Authority, for purposes of preparing for the GED examination and for purposes of taking the examination. All scheduled hours for preparatory courses and examination must be filed with the Appointing Authority and with the Department of Human Resources within a reasonable time period. All scheduled times of courses must be approved by the Appointing Authority or designee. Any situation which, at the discretion of the Appointing Authority or designee, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses.
- (E) The administration of the General Educational Development Program will require the Director of the Department of Human Resources or his/her designee to be responsible for establishing rules, devising forms, and keeping records.

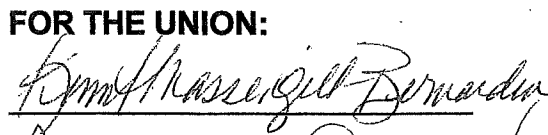
Section 28.3. Employer-Provided Training Opportunities.


Any employee who receives training for a job assignment for which the City incurs costs of more than fifteen hundred dollars (\$1,500.00) in any twelve (12)-month period shall remain in that job assignment for a minimum of two (2) years after the completion of such training. The fifteen hundred dollars (\$1,500.00) shall include tuition, course fees, travel expenses, per diem, the value of compensated time away from work as well as any overtime paid to the employee while attending such training, and the cost of any specialized equipment which may need to be custom fitted or ordered for the employee to perform such job assignment. If the employee fails to remain in the job assignment for the two (2) year minimum for any reason, except for a promotion within the employee's Department, he/she will be required to repay such training costs. Any amounts due to the City under this pay back requirement shall be deducted from the employee's periodic paychecks (in amounts not to exceed five percent (5%) of gross wages per paycheck). Any amounts still owing in the event of termination of employment shall be deducted from the employee's final pay check or from the employee's terminal leave pay. The employee shall make arrangements for payment of any additional balance due with his/her Appointing Authority before his/her last day of employment. The Director of Human Resources will review exemptions to the repayment on a case by case basis.

FOR THE CITY:


6/25/20

Date

FOR THE UNION:




Date 06/25/20

ARTICLE 29 - EQUIPMENT AND CLOTHING

Section 29.1. Uniforms.

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

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

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

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

- (A) The City shall provide an initial issue of rain jacket and rain pants to all City refuse collectors. One pair each of rubber, canvas, and brown jersey gloves will be provided to refuse collectors once every six (6) months.
- (B) For Divisions other than Refuse Collection, the Appointing Authority or designee, in consultation with the Union President, shall provide to employees, when necessary to perform assigned work duties one or more of the following items: protective clothing, rain gear, gloves and safety-type shoes.
- (C) When any items issued pursuant to this Section 29.2 are damaged in the course of employment, the damaged gear must first be returned prior to issuing a replacement. If the items issued pursuant to this Section 29.2 are lost or stolen, such items shall not be replaced by the City. Upon termination, all items provided pursuant to this Section 29.2 must be returned to the Appointing Authority or designee.
- (D) The City shall enter into appropriate contracts with vendors to provide items outlined herein pursuant to voucher arrangements.

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

Section 29.3. Tools and Equipment.

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

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

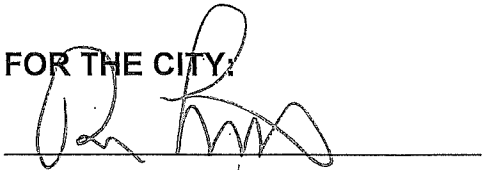
- (A) Employees will use the "buddy system" (i.e., looking after each other's property while one is away from the work area) during working hours as a safeguard against tool theft.
- (B) During working hours when the building is not secured and the employee is not on duty, forcible entry into the locked tool box will suffice as evidence of theft.
- (C) Employees will be responsible for securing personal tools during non-working hours. The City will assume liability for tools stolen during an employee's non-working hours provided forcible entry to either the building or the employee's locked tool box can be shown. A police report must be filed by the employee.
- (D) Employees will be responsible for maintaining a tool inventory form which will be supplied by the City and updating the inventory as purchases are made. The City will only reimburse for those tools listed on the inventory. Reimbursement for stolen tools will be limited to replacement of the tools stolen with tools of the same brand and value, unless the employee agrees to another brand.

Section 29.4. Tool Allowance.

The City will credit every employee in the classifications of Auto Mechanic, Auto Mechanic Supervisor I, Automotive Body Mechanic, Auto Body Repairer Supervisor, and Automotive Mechanic Helper on the first day of the calendar month with forty-five (\$45) per month applicable towards the purchase of tools as determined necessary by the employee and the Appointing Authority or designee. This credit will be cumulative and the balance will be forwarded to subsequent calendar years. A universal contract will be entered into by the City providing eligible employees the opportunity to purchase tools under the program.

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
6.25.20

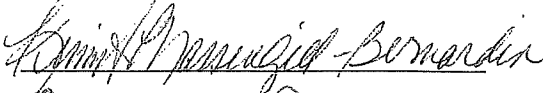
FOR THE CITY:

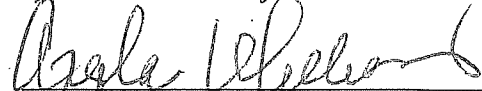


Date

6/25/20

FOR THE UNION:





Date 06/25/20

ARTICLE 31 - RELATION TO OTHER LAWS AND SEPARABILITY

Section 31.1. Savings Clause.

If any article section or appendix of this Contract should be held illegal by operation of law or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its legality, the remainder of this Contract or the application of such article, section or appendix to persons or circumstances other than those as to which it has been held illegal or as to which compliance with, or enforcement of, has been restrained, shall not be affected. It is understood by the parties that nothing in this Contract shall be deemed to conflict with Federal laws, and the Constitutions of the State of Ohio and the United States of America.

Section 31.2. Negotiations.

- (A) In the event any article, section or appendix is declared illegal, this Contract shall be reopened on such article, section or appendix. The City's Chief Negotiator and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternate provision. However, such negotiations shall not affect the enforcement or validity of any other provision of the Contract.
- (B) No ordinance or resolutions dealing with negotiated wages, hours, and terms and conditions of employment shall be submitted to City Council or to the Board of Health until negotiated and approved by the City and the Union with the exception of those classifications in a federally funded program wherein the imposition of federal constraints negate the bargaining process.

Section 31.3. Effect of Subsequently-Enacted Legislation.

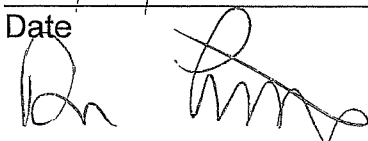
It is agreed that, in the event the Ohio General Assembly or the United States Congress passes legislation which becomes law and which affects the City of Columbus and this Contract, the Contract can be reopened only for purposes of amending said Contract to conform to such law or laws. Either party hereto shall have the right to call for a reopening of the Contract under such circumstances by giving notice to the other party in writing; said notice may be given at any time after such legislation is signed into law and prior to the effective date of such law or laws. Such negotiations shall commence within ten (10) days after written notification.

FOR THE CITY:

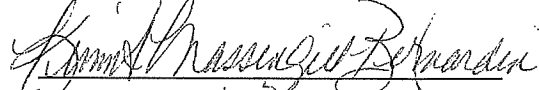


2/18/20

Date



FOR THE UNION:



02/18/20

Date

ARTICLE 32 - ENTIRE AGREEMENT/MID-TERM MODIFICATIONS

Section 32.1. Entire Agreement/Precedence of Agreement.

This Contract, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. Therefore, except as provided in Articles 31 and 32, the parties, for the duration of this Contract, each voluntarily waives the right and obligation to bargain collectively with respect to any subject covered by this Contract. This Contract is not intended, however, to render null and void prior arbitration, judicial and applicable administrative agency decisions involving the parties to the extent that such decisions involve contract language which remains unchanged and to the extent that the governing law involved in such judicial and administrative agency decisions remains unchanged.

Section 32.2. Changes in Conditions of Employment which are not Specifically Established by Contract.

Any term and/or conditions of employment not specifically established by this Contract shall remain within the discretion of the City to modify, establish or eliminate; provided, however, that no such determination shall be implemented prior to consultation with the Union, as provided below in Subsections (A) and (B):

- (A) Changes in Mandatory Subjects Not Specifically Established by Contract. The parties agree the City may implement changes in terms and conditions of employment during the term of the Contract where the subject matter of the change is a mandatory subject of bargaining under Ohio Revised Code (ORC), Chapter 4117, and where the Contract does not expressly address the subject matter of the change after giving the Union notice of the proposed change and a reasonable opportunity to bargain about it. In the event the parties do not reach an agreement about the proposed change, the parties agree that the Union may choose to grieve the matter to arbitration pursuant to the arbitration provisions of Section 11.5(D). The City will not implement its proposed change until the arbitrator issues an award, unless the Union chooses not to grieve in which case the City may implement its final proposal.
- (B) Changes in Permissive Subjects Not Specifically Established by Contract. It is further agreed that this bargaining obligation referenced in Subsection (A) above does not apply to any change which does not constitute a mandatory subject of bargaining under ORC Chapter 4117. The City retains complete discretion to modify, establish or eliminate any term or condition of employment which is not expressly addressed in the parties' Contract. If the City intends to modify, establish or eliminate any term or condition of employment which is not expressly addressed in the parties' Contract, and which is not a mandatory subject of bargaining under ORC Chapter 4117, the City may do so after consultation with the Union. The City also shall comply with the posting and notification requirements set forth in Article 8 of the Contract, when applicable. If the Union disagrees with the change in terms and conditions of employment after the City implements it, the Union may choose to grieve the reasonableness of the implemented term or condition of employment under the grievance procedure of the Contract.

Section 32.3. Changes in Conditions of Employment which are Specifically Established by Contract.

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

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

Neither party hereto shall attempt to achieve the alteration of this Contract by recommending changes in, additions to or deletions from ordinances or resolutions of the Columbus City Council.

FOR THE CITY:

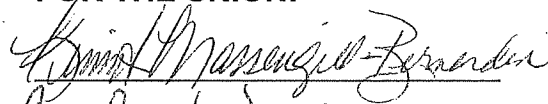


2/18/20

Date



FOR THE UNION:



02/18/20

Date

ARTICLE 33 – TIME DONATION PROGRAM

Section 33.1. Purpose.

~~Effective ninety (90) days after the effective date of this Contract, a~~ **A** time donation program will be **is** established to assist full-time employees, eligible to earn accruals, who have exhausted all accumulated paid leave and all disability leave benefits available as a result of a catastrophic illness or injury that is not job related. This program neither supersedes nor replaces other disability programs covered by this Contract.

Section 33.2. Conditions.

An employee may utilize the time donation program only if all of the following conditions are met:

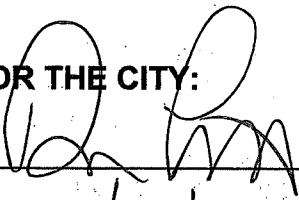
- (A) Prior to requesting approval for donation of vacation leave, the employee must have exhausted all paid leave and disability leave benefits available to him/her; and
- (B) The employee shall submit an application requesting donation of vacation leave from other bargaining unit employees in the same division to their ~~Director of the Department's~~ of Human Resources **Representative for processing** or designee. The application shall include acceptable medical documentation of a catastrophic illness or injury that is not job related, including diagnosis and prognosis. The injury or long-term illness must require the employee to be away from work for at least one (1) full pay period. This application shall be on a form mutually agreed to by the City and the Union; and
- (C) The Director of the Department of Human Resources or designee shall determine that the injury or long-term illness is catastrophic in nature and that the employee is eligible to receive vacation leave donations from other bargaining unit employees in the same division. If an employee works in a division with fewer than forty (40) employees in the bargaining unit, the City would consider donations from employees from outside the division, but inside the department; and
- (D) The approved application shall be forwarded to Local 1632. The Local shall **may** post a notice on the Union bulletin boards to other bargaining unit employees in the same division that the eligible employee may receive donations of vacation leave; and
- (E) If the eligible employee is in a probationary period, the probation will be extended by the number of days the employee is off duty receiving leave donations. The Civil Service Commission must be notified of an extension of any probationary period; and
- (F) Donated leave shall be considered sick leave but shall never be converted into a cash benefit.

Section 33.3. Employees Donating Vacation Time.

- (A) An employee desiring to donate vacation leave shall submit a completed time donation form to the Division payroll office.
- (B) It is understood that all vacation leave donations are voluntary and once vacation leave is donated, it will not be returned to the donating employee.
- (C) All donated vacation leave shall be paid at the regular hourly rate of the employee receiving and using the donated leave, not at the regular hourly rate of the employee donating the leave.
- (D) Vacation leave may be donated in increments of at least four (4) hours.


This is a completely voluntary program. A decision made by the City regarding implementation, acceptance or rejection of an application for donations shall be final and the same shall not be subject to the grievance and arbitration procedure.

FOR THE CITY:



Date 6/30/20

FOR THE UNION:



Date 06/30/20

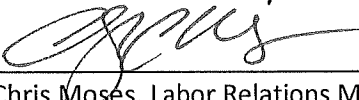
ARTICLE 34 - DURATION OF CONTRACT

This Contract signed on ~~June 13, 2017~~ **March 24, 2021**, shall be effective as of April 1, 2017~~2021~~, and shall remain in full force and effect through March 31, ~~2020~~**2024** unless either party gives written notice to the other of its intent to terminate or modify at least one hundred twenty (120) days prior to its expiration date.

FOR THE CITY:



Ron Linville, Chief Negotiator

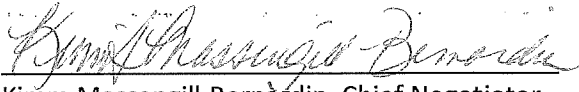


Chris Moses, Labor Relations Manager

Date

3/24/21

FOR THE UNION:



Kimm Massengill-Bernardin, Chief Negotiator



Angela Williams, AFSCME Local 1632 President

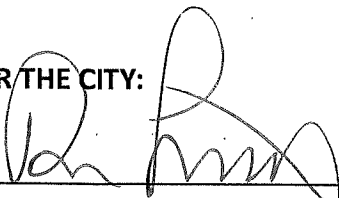
Date

03/24/21

APPENDIX A

CORRELATION OF JOB CLASSIFICATIONS TO PAY RANGES

FOR THE CITY:



Ron Linville, Chief Negotiator



Chris Moses, Labor Relations Manager

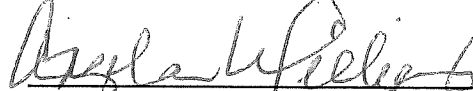
Date

7/23/20

FOR THE UNION:



Kimm Massengill-Bernardin, Chief Negotiator



Angela Williams, AFSCME Local 1632 President

Date

07/23/20

**APPENDIX A
AFSCME LOCAL 1632**

CORRELATION OF JOB CLASSIFICATIONS TO PAY RANGES

<u>Class Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
0438	311 Service Representative	18 to 24
0439	311 Service Representative II	21 to 26
3003	911 Emergency Call Taker	20 to 24
3004	911 Emergency Dispatcher	25 to 28
1234	Accountant I	25
1565	Alcohol and Drug Abuse Counselor	24 to 29
3468	Automotive Body Mechanic	24
3469	Automotive Body Repair Supervisor	26
3464	Automotive Mechanic Helper	12 to 17
3459	Automotive Mechanic	24 to 25
3456	Automotive Mechanic Supervisor I	26
1350	Automotive Parts Keeper	17 to 21
1351	Automotive Parts Keeper Supervisor	25 to 28
3452	Automotive Tire Repairer	19 to 21
3453	Automotive Tire Repairer Supervisor	22 to 24
3855	Boiler Operator	20 to 25
1768	Building Inspector I	28 to 32
3486	Building Maintenance Electrician	23 to 25
3494	Building Maintenance Worker	21
1115	Building Plan Examiner I	29 to 34
3126	Cable Broadcast Assistant	9 to 15
3127	Cable Broadcast Production Technician	20 to 25
3128	Cable Broadcast Writer/Producer	25 to 30
3555	Cable Worker I	25 to 30
3556	Cable Worker II	28 to 32
3557	Cable Worker Supervisor I	30 to 34
3111	Care Coordination Assistant	17 to 23
1295	Cashier I	20
1296	Cashier II	22
0798	Community Relations Representative	23 to 26
0538	Computer Operator I	19 to 23
0539	Computer Operator II	24 to 30
1019	Construction Inspector I (Civil)	23 to 26
1020	Construction Inspector II (Civil)	26 to 27
0771	Contract Compliance Investigator	23 to 26
3426	Crane Operator	24
0842	Criminal Intelligence Analyst	30
3529	Custodial Supervisor	17 to 21
3525	Custodial Worker	15

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

Class Code	Classifications	Pay Range(s)
0434	Customer Service Representative I	18 to 24
0435	Customer Service Representative II	21 to 26
0539	Data Center Technician	24 to 30
1482	Dietitian	23 to 29
1183	Drafter/CAD Operator	18 to 21
1182	Drafting Trainee	16
1619	Education Program Instructor	\$8. <u>70</u> to \$14.50/hr
1132	Electrical Engineering Associate I	25
1133	Electrical Engineering Associate II	28
1782	Electrical Inspector I	28 to 32
3305	Electricity Consumer Servicer	23
3626	Electric Meter Technician	25 to 30
3618	Electric Metering Supervisor I	29 to 32
3668	Electronic System Technician	25 to 29
1626	EMS Instructor I	30 to 34
1006	Engineering Aide I	17
1007	Engineering Aide II	21
1031	Engineering Associate I	25 to 26
1032	Engineering Associate II	28
3420	Equipment Operator I	19 to 22
3421	Equipment Operator II	21 to 23
3430	Excavator	21 to 24
0813	Field Services Dispatcher	18 to 20
3013	Fingerprint Technician	21 to 24
3015	Fingerprint Technician Specialist (AFIS)	25 to 28
3014	Fingerprint Technician Supervisor	25 to 28
3012	Fingerprint Technician Trainee	18
3025	Firing Range Assistant	13 to 20
1232	Fiscal Assistant I	12 to 24
1233	Fiscal Assistant II	15 to 26
3744	Fleet Attendant	14
3745	Fleet Attendant (CDL)	16
1911	Forensic Scientist I	28 to 30
3750	Fuel System Specialist	30
3748	Fuel System Technician	24 to 26
3696	Gardener	20 to 23
2030	Graphics Technician	28
3712	Greenskeeper	20 to 25
3713	Golf Course Superintendent	25 to 30
3902	Heating, Ventilation and Air Conditioning Technician	23 to 25
2044	Housing Rehabilitation Technician	27 to 31

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

<u>Class Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
0660	Income Tax Auditor	25 to 30
0546	Information Systems Technician	22 to 29
1971	Laboratory Assistant	18 to 23
3682	Laborer	12 to 18 17 or 18*
3616	Lamp Servicer	20 to 28
3009	Latent Print Examiner Trainee	23 to 25
1891	License Officer	28 to 29
3507	Locksmith	23 to 25
3825	Machinist	25
0411	Mail Clerk	10 to 18
0937	Mail Specialist	16 to 25
3515	Maintenance Carpenter	23 to 25
3516	Maintenance Carpenter Supervisor	26
3720	Maintenance Painter	23 to 25
3911	Maintenance Plumber	23 to 25
1815	Mechanical Inspector I	28 to 32
3153	Nature Programs Educator	24 to 26
0407	Office Assistant I	12 to 23
0408	Office Assistant II	15 to 24
0406	Office Support Clerk	10 to 17
3872	Operator In Training	18
3112	Outreach Worker	13 to 18
3022	Parking Enforcement Officer	17 to 22
1300	Parking Meter Collector	18 to 21
1301	Parking Meter Collection Supervisor	22 to 26
3784	Parking Meter Repairer	23
3785	Parking Meter Repairer Supervisor	28
1206	Parks Development Associate	24 to 27
3769	Parks Irrigation Specialist	20 to 23
3772	Parks Maintenance Supervisor	23
3770	Parks Maintenance Worker	20
1944	Photography Technician	21
2010	Planner I	25 to 30
3799	Plant Maintenance Electrician I	25 to 29
3800	Plant Maintenance Electrician II	28 to 30
3812	Plant Maintenance Helper	21
3813	Plant Maintenance Mechanic	24 to 29
3814	Plant Maintenance Supervisor I	26 to 30
1775	Plumbing Inspector I	28 to 32
1345	Police Property Clerk	18 to 24

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

0445	Police Records Technician	16 to 21 17 to 24
3589	Power Distribution Load Dispatcher	30 to 34
3588	Power Distribution Load Operator	27 to 31
Class Code	Classifications	Pay Range(s)
3587	Power Distribution Load Trainee	23
3566	Power Line Worker I	25 to 30
3567	Power Line Worker II	28 to 32
3565	Power Line/Cable Worker Trainee	21
3568	Power Line Worker Supervisor I	30 to 34
1630	Practical Nurse	24 to 26
0767	Prevailing Wage Coordinator	30
0629	Print Services Specialist	19
0631	Print Services Coordinator	24 to 27
0627	Print Services Technician	13 to 17
1796	Property Maintenance Inspection Supervisor	33 to 34
1789	Property Maintenance Inspection Trainee	24 to 25
1790	Property Maintenance Inspector	28 to 32***
0783	Purchasing Expeditor	20 to 29
3215	Recreation Instructor	\$8.70 to 14.50/hr
3162	Recreation Leader	23 to 25
3151	Recreation Service Representative	5 to 9
3193	Recreation Program Assistant	20
3923	Refuse Collector and Vehicle Operator (Manual)	21 to 23
3929	Refuse Container Assembler and Repairer	12 to 18 17 or 18*
3922	Refuse Collection Vehicle Operator (Automated)	22 to 23
3924	Refuse Collector	19
2034	Relocation Specialist	25 to 30
1716	Safety Technician	20 to 23
3538	Security Specialist	13 to 16
3952	Sewer Cleaning Equipment Operator	24 to 25
3968	Sewer Maintenance Supervisor I	24 to 25
3967	Sewer Maintenance Worker	19 to 23
3313	Sewer Service Worker (Emergency)	21 to 23
3973	Sewer Telemonitoring Operator	21 to 24
4013	Sign Painter-Fabricator	25
1866	Solid Waste Inspector	21 to 23
1329	Storekeeper	17 to 19
1330	Senior Storekeeper	22 to 25
3774	Sports Field Maintenance Worker	20 to 22
3318	Stormwater Investigator	19 to 24
3994	Street Maintenance Worker	21 to 23
1002	Street/Traffic Maintenance Investigator	26
3596	Substation Maintenance Supervisor	27 to 34
3595	Substation Maintenance Technician	25 to 32
1015	Surveyor-in-Training	28 to 30

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

0609	Telecommunications Specialist I	13 to 22
0610	Telecommunications Specialist II	21 to 24
3173	Therapeutic Recreation Specialist	26 to 28

Class Code	<u>Classifications</u>	<u>Pay Range(s)</u>
-----------------------	-------------------------------	----------------------------

3549	Trades Helper (Electrical)	19
4024	Traffic Line Worker	25 to 27
4018	Traffic Maintenance Supervisor I	27 to 28
4015	Traffic Maintenance Worker	21
4016	Traffic Paint and Sign Worker	24
3760	Tree Trimmer	20 to 22
3761	Tree Trimmer Supervisor	23 to 25

4055	Utility Line Locator	22
------	----------------------	----

1928	Wastewater Chemist I	28 to 30
3873	Wastewater Plant Operator	20 to 25
3875	Wastewater Plant Supervisor I	26 to 29
3316	Wastewater Pretreatment Specialist	24 to 29
1860	Wastewater Pretreatment Technician	19 to 24
0769	Wastewater Soil Applications Coordinator	28
3260	Water Service Technician I	22 to 24
3276	Water Service Technician II	25 to 28
3864	Water Distribution Operator I	26
4040	Water Maintenance Supervisor I	24 to 25
4039	Water Maintenance Worker	19 to 23* <u>19 to 23</u>
3881	Water Plant Operator I	26
1886	Weights and Measures Inspector	23 to 28
3830	Welder	24

* ~~Employee may be designated as "senior" and may be paid at the higher range based upon documented meritorious service for not less than two years under the title listed.~~

*** Minimum criteria for an incumbent in this class to attain the two highest pay ranges (Pay Range 31 and 32) would include, but not be limited to, successful completion of the Building Officials and Code Administrators (BOCA) 1 and 2 Family Dwelling Combination Inspector examination.

N/A - classification is not relevant to the bargaining unit because of classification abolishment, retitlement through the Civil Service Commission, or seasonal designation.

Class

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

<u>Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
1230	Account Clerk	N/A
1231	Account Clerk II	N/A
0878	Aging Programs Coordinator	N/A
1864	Air Pollution Control Officer I	N/A
0720	Airport Television Security System Monitor	N/A
0533	Billing Specialist I	N/A
0534	Billing Specialist II	N/A
	Billing Specialist I (Electricity)	N/A
	Billing Specialist II (Electricity)	N/A
0528	Bookkeeping Machine Operator I	N/A
0529	Bookkeeping Machine Operator II	N/A
3424	Bridge Crane Operator	N/A
1257	Business Development Assistant	N/A
3437	Chauffeur	N/A
0704	City Clean-Up Program Worker	N/A
0429	Clerical Aide	N/A
0430	Clerk I	N/A
0431	Clerk II	N/A
0432	Clerk III	N/A
0557	Clerk Specialist	N/A
3896	Composting Operator	N/A
0538	Computer Operator I	N/A
0539	Computer Operator II	N/A
3461	Construction Equipment Attendant	N/A
1143	Construction Inspector (Electrical)	N/A
1886	Consumer Affairs Inspector	N/A
1887	Consumer Affairs Specialist	N/A
3528	Custodial Supervisor I	N/A
3640	Data Communications Specialist I	N/A
0554	Data Entry Operator	N/A
0555	Data Entry Operator I	N/A
0556	Data Entry Operator II	N/A
0537	Data Processing Computer Operator Trainee	N/A
3634	Data Processing Electronics Shop Supervisor I	N/A
0535	Data Processing Operations Assistant	N/A
0578	Data Processing Programmer Trainee	N/A
1789	Development Inspection Trainee	N/A
1790	Development Inspector I	N/A
1791	Development Inspector II	N/A
2024	Development Project Assistant I (Community Development)	N/A
2025	Development Project Assistant II (Community Development)	N/A
1278	Development Project Assistant I (Loans and Grants)	N/A

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

<u>Class Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
1279	Development Project Assistant II (Loans and Grants)	N/A
2020	Development Project Assistant (Planning)	N/A
0753	Development Project Assistant I (Research)	N/A
0754	Development Project Assistant II (Research)	N/A
2007	Development Services Assistant	N/A
	Development Technician I (Relocation)	N/A
	Development Technician II (Relocation)	N/A
1190	Drafter (Architectural)	N/A
1184	Drafter II (Civil)	N/A
1187	Drafter I (Electrical)	N/A
1188	Drafter II (Electrical)	N/A
0627	Duplicating Machines Operator	N/A
0628	Duplicating Machines Operator II	N/A
0631	Duplicating Services Supervisor	N/A
3115	Education Planner I	N/A
1148	Electrical Engineer I	N/A
1138	Electrical Engineer-In-Training I	N/A
1139	Electrical Engineer-In-Training II	N/A
3601	Electricity Maintenance Supervisor I	N/A
3600	Electricity Maintenance Worker	N/A
3802	Electricity Plant Electrician	N/A
3625	Electric Meter Installer	N/A
	Employment Opportunity Officer	N/A
3677	Environmental Blight Abatement Worker	N/A
0768	Environmental Program Specialist	N/A
	Gardener I	N/A
	Gardener II	N/A
3870	Generator Station Operator I	N/A
3706	Groundskeeper	N/A
	Groundskeeper I	N/A
	Groundskeeper II	N/A
	Heating Inspector I (Convection)	N/A
3848	High Pressure Boiler Operator	N/A
	Incinerator and Boiler Operator	N/A
	Incinerator and Boiler Operator Supervisor I	N/A
	Incinerator Operator	N/A
3123	Instructor	N/A
1970	Laboratory Assistant I	N/A
	Landfill Operations Supervisor I	N/A
1205	Landscape Architect Associate II	N/A

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

Lifeguard N/A

<u>Class Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
0936	Mail Handler I	N/A
3478	Maintenance Blacksmith	N/A
	Manpower Placement Officer I	N/A
1122	Mechanical Engineer I	N/A
1102	Mechanical Engineering Associate I	N/A
1103	Mechanical Engineering Associate II	N/A
1108	Mechanical Engineer-In-Training I	N/A
1109	Mechanical Engineer-In-Training II	N/A
0450	Messenger	N/A
0613	Micrographics Machine Operator I	N/A
0614	Micrographics Machine Operator	N/A
2039	Mobile Tool Technician	N/A
0520	Network Technician	N/A
1610	Nurse Instructor (Cardiovascular)	N/A
3767	Nursery Supervisor I	N/A
1480	Nutrition Assistant	N/A
1482	Nutritionist	N/A
0629	Offset Print Operator	N/A
3749	Parking Attendant	N/A
0742	Parking Facility Attendant	N/A
0741	Parking Facility Supervisor	N/A
1290	Payroll Clerk I	N/A
1943	Photography Technician Trainee	N/A
3860	Plant Conveyor Operator	N/A
3668	Plant Instruments Technician	N/A
3867	Plant Pulverizer Operator	N/A
0561	Police Coder and Key Punch Operator	N/A
1346	Police Property Room Supervisor	N/A
0606	Posting Machine Operator I	N/A
0607	Posting Machine Operator II	N/A
3576	Power Line Troubleshooter	N/A
3608	Power Line Truck Operator	N/A
1628	Practical Nurse I	N/A
1637	Professional Nurse	N/A
3102	Public Information Assistant Trainee	N/A
0795	Public Receptionist	N/A
3055	Public Safety Aide	N/A
	Quality Control Supervisor	N/A
3019	Questioned Documents Examiner	N/A

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

3635	Radio Technician	N/A
2035	Real Estate Relocation Specialist II	N/A
Class Code	Classifications	Pay Range(s)
0467	Receptionist-Secretary	N/A
3684	Recreation and Parks Aide	N/A
	Recreation Facility Attendant	N/A
3169	Recreation Playground Leader	N/A
3925	Refuse Collector and Packer Operator	N/A
2081	Research Analyst	N/A
2082	Research Analyst II	N/A
1720	Safety Programs Assistant Coordinator	N/A
3931	Sanitation District Assistant Supervisor	N/A
3534	Shelterhouse Caretaker	N/A
1805	Sign Inspector I	N/A
0818	Skip Tracer	N/A
0443	Soundex Clerk I	N/A
0444	Soundex Clerk II	N/A
3849	Steam Operating Engineer	N/A
0476	Stenographer	N/A
0475	Stenographer-Clerk I	N/A
1192	Street Assessment Investigator	N/A
3988	Street Cleaning Supervisor I	N/A
3997	Street Maintenance Supervisor	N/A
3995	Street Maintenance Worker	N/A
0781	Student Intern I	N/A
0782	Student Intern II	N/A
3680	Summer Worker	N/A
0624	Telephone Operator	N/A
0625	Telephone Operator Supervisor	N/A
3650	Telephone Technician	N/A
3503	Trades Helper (Buildings)	N/A
	Traffic Engineer I	N/A
	Traffic Engineer II	N/A
	Traffic Engineering Aide I	N/A
	Traffic Engineering Aide II	N/A
	Traffic Engineer-In-Training I	N/A
	Traffic Engineer-In-Training II	N/A
	Traffic Line Worker I	N/A
	Traffic Line Worker II	N/A
	Traffic Line Worker Supervisor I	N/A
	Treatment Plant Attendant	N/A
1875	Tree Inspector	N/A
3417	Truck Driver	N/A
0464	Typist-Clerk II	N/A
0465	Typist-Clerk III	N/A

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

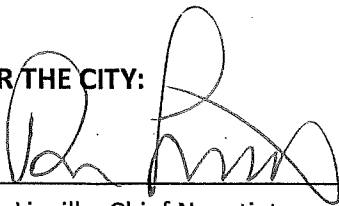
2068	Urban Sociologist I	N/A
2069	Urban Sociologist II	N/A
3473	Upholsterer	N/A

<u>Class Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
3878	Wastewater Heat Treatment Unit Operator	N/A
1262	Water Accounts Assistant Supervisor	N/A
	Water Chemist I	N/A
0726	Water Contracts Assistant Supervisor	N/A
0727	Water Contracts Supervisor	N/A
	Water Pumping Plant Operator	N/A
	Weed and Encroachment Inspector	N/A
3918	Weighmaster	N/A
3536	Window Cleaner	N/A
0708	Youth Service Aide	N/A
0709	Youth Service Counselor I	N/A
	Youth Training Counselor	N/A
0926	Youth Work Trainee	N/A

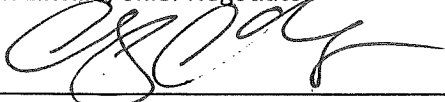
APPENDIX A

CORRELATION OF JOB CLASSIFICATIONS TO PAY RANGES

FOR THE CITY:



Ron Linville, Chief Negotiator



Chris Moses, Labor Relations Manager

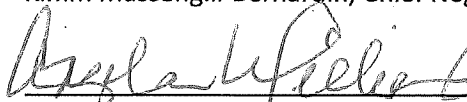
7/23/20

Date

FOR THE UNION:



Kimm Massengill-Bernardin, Chief Negotiator



Angela Williams, AFSCME Local 1632 President

07/23/20

Date

**APPENDIX A
AFSCME LOCAL 1632**

CORRELATION OF JOB CLASSIFICATIONS TO PAY RANGES

<u>Class Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
0438	311 Service Representative	18 to 24
0439	311 Service Representative II	21 to 26
3003	911 Emergency Call Taker	20 to 24
3004	911 Emergency Dispatcher	25 to 28
1234	Accountant I	25
1565	Alcohol and Drug Abuse Counselor	24 to 29
3468	Automotive Body Mechanic	24
3469	Automotive Body Repair Supervisor	26
3464	Automotive Mechanic Helper	12 to 17
3459	Automotive Mechanic	24 to 25
3456	Automotive Mechanic Supervisor I	26
1350	Automotive Parts Keeper	17 to 21
1351	Automotive Parts Keeper Supervisor	25 to 28
3452	Automotive Tire Repairer	19 to 21
3453	Automotive Tire Repairer Supervisor	22 to 24
3855	Boiler Operator	20 to 25
1768	Building Inspector I	28 to 32
3486	Building Maintenance Electrician	23 to 25
3494	Building Maintenance Worker	21
1115	Building Plan Examiner I	29 to 34
3126	Cable Broadcast Assistant	9 to 15
3127	Cable Broadcast Production Technician	20 to 25
3128	Cable Broadcast Writer/Producer	25 to 30
3555	Cable Worker I	25 to 30
3556	Cable Worker II	28 to 32
3557	Cable Worker Supervisor I	30 to 34
3111	Care Coordination Assistant	17 to 23
1295	Cashier I	20
1296	Cashier II	22
0798	Community Relations Representative	23 to 26
0538	Computer Operator I	19 to 23
0539	Computer Operator II	24 to 30
1019	Construction Inspector I (Civil)	23 to 26
1020	Construction Inspector II (Civil)	26 to 27
0771	Contract Compliance Investigator	23 to 26
3426	Crane Operator	24
0842	Criminal Intelligence Analyst	30
3529	Custodial Supervisor	17 to 21
3525	Custodial Worker	15

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

Class Code	Classifications	Pay Range(s)
0434	Customer Service Representative I	18 to 24
0435	Customer Service Representative II	21 to 26
0539	Data Center Technician	24 to 30
1482	Dietitian	23 to 29
1183	Drafter/CAD Operator	18 to 21
1182	Drafting Trainee	16
1619	Education Program Instructor	\$8.70 to \$14.50/hr
1132	Electrical Engineering Associate I	25
1133	Electrical Engineering Associate II	28
1782	Electrical Inspector I	28 to 32
3305	Electricity Consumer Servicer	23
3626	Electric Meter Technician	25 to 30
3618	Electric Metering Supervisor I	29 to 32
3668	Electronic System Technician	25 to 29
1626	EMS Instructor I	30 to 34
1006	Engineering Aide I	17
1007	Engineering Aide II	21
1031	Engineering Associate I	25 to 26
1032	Engineering Associate II	28
3420	Equipment Operator I	19 to 22
3421	Equipment Operator II	21 to 23
3430	Excavator	21 to 24
0813	Field Services Dispatcher	18 to 20
3013	Fingerprint Technician	21 to 24
3015	Fingerprint Technician Specialist (AFIS)	25 to 28
3014	Fingerprint Technician Supervisor	25 to 28
3012	Fingerprint Technician Trainee	18
3025	Firing Range Assistant	13 to 20
1232	Fiscal Assistant I	12 to 24
1233	Fiscal Assistant II	15 to 26
3744	Fleet Attendant	14
3745	Fleet Attendant (CDL)	16
1911	Forensic Scientist I	28 to 30
3750	Fuel System Specialist	30
3748	Fuel System Technician	24 to 26
3696	Gardener	20 to 23
2030	Graphics Technician	28
3712	Greenskeeper	20 to 25
3713	Golf Course Superintendent	25 to 30
3902	Heating, Ventilation and Air Conditioning Technician	23 to 25
2044	Housing Rehabilitation Technician	27 to 31

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

<u>Class Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
0660	Income Tax Auditor	25 to 30
0546	Information Systems Technician	22 to 29
1971	Laboratory Assistant	18 to 23
3682	Laborer	12 to 18 17 or 18*
3616	Lamp Servicer	20 to 28
3009	Latent Print Examiner Trainee	23 to 25
1891	License Officer	28 to 29
3507	Locksmith	23 to 25
3825	Machinist	25
0411	Mail Clerk	10 to 18
0937	Mail Specialist	16 to 25
3515	Maintenance Carpenter	23 to 25
3516	Maintenance Carpenter Supervisor	26
3720	Maintenance Painter	23 to 25
3911	Maintenance Plumber	23 to 25
1815	Mechanical Inspector I	28 to 32
3153	Nature Programs Educator	24 to 26
0407	Office Assistant I	12 to 23
0408	Office Assistant II	15 to 24
0406	Office Support Clerk	10 to 17
3872	Operator In Training	18
3112	Outreach Worker	13 to 18
3022	Parking Enforcement Officer	17 to 22
1300	Parking Meter Collector	18 to 21
1301	Parking Meter Collection Supervisor	22 to 26
3784	Parking Meter Repairer	23
3785	Parking Meter Repairer Supervisor	28
1206	Parks Development Associate	24 to 27
3769	Parks Irrigation Specialist	20 to 23
3772	Parks Maintenance Supervisor	23
3770	Parks Maintenance Worker	20
1944	Photography Technician	21
2010	Planner I	25 to 30
3799	Plant Maintenance Electrician I	25 to 29
3800	Plant Maintenance Electrician II	28 to 30
3812	Plant Maintenance Helper	21
3813	Plant Maintenance Mechanic	24 to 29
3814	Plant Maintenance Supervisor I	26 to 30
1775	Plumbing Inspector I	28 to 32
1345	Police Property Clerk	18 to 24

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

0445	Police Records Technician	46 to 24 17 to 24
3589	Power Distribution Load Dispatcher	30 to 34
3588	Power Distribution Load Operator	27 to 31
Class Code	Classifications	Pay Range(s)
3587	Power Distribution Load Trainee	23
3566	Power Line Worker I	25 to 30
3567	Power Line Worker II	28 to 32
3565	Power Line/Cable Worker Trainee	21
3568	Power Line Worker Supervisor I	30 to 34
1630	Practical Nurse	24 to 26
0767	Prevailing Wage Coordinator	30
0629	Print Services Specialist	19
0631	Print Services Coordinator	24 to 27
0627	Print Services Technician	13 to 17
1796	Property Maintenance Inspection Supervisor	33 to 34
1789	Property Maintenance Inspection Trainee	24 to 25
1790	Property Maintenance Inspector	28 to 32***
0783	Purchasing Expeditor	20 to 29
3215	Recreation Instructor	\$8.70 to 14.50/hr
3162	Recreation Leader	23 to 25
3151	Recreation Service Representative	5 to 9
3193	Recreation Program Assistant	20
3923	Refuse Collector and Vehicle Operator (Manual)	21 to 23
3929	Refuse Container Assembler and Repairer	12 to 18 17 or 18*
3922	Refuse Collection Vehicle Operator (Automated)	22 to 23
3924	Refuse Collector	19
2034	Relocation Specialist	25 to 30
1716	Safety Technician	20 to 23
3538	Security Specialist	13 to 16
3952	Sewer Cleaning Equipment Operator	24 to 25
3968	Sewer Maintenance Supervisor I	24 to 25
3967	Sewer Maintenance Worker	19 to 23
3313	Sewer Service Worker (Emergency)	21 to 23
3973	Sewer Telemonitoring Operator	21 to 24
4013	Sign Painter-Fabricator	25
1866	Solid Waste Inspector	21 to 23
1329	Storekeeper	17 to 19
1330	Senior Storekeeper	22 to 25
3774	Sports Field Maintenance Worker	20 to 22
3318	Stormwater Investigator	19 to 24
3994	Street Maintenance Worker	21 to 23
1002	Street/Traffic Maintenance Investigator	26
3596	Substation Maintenance Supervisor	27 to 34
3595	Substation Maintenance Technician	25 to 32
1015	Surveyor-in-Training	28 to 30

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

0609	Telecommunications Specialist I	13 to 22
0610	Telecommunications Specialist II	21 to 24
3173	Therapeutic Recreation Specialist	26 to 28
Class		
Code	Classifications	Pay Range(s)
3549	Trades Helper (Electrical)	19
4024	Traffic Line Worker	25 to 27
4018	Traffic Maintenance Supervisor I	27 to 28
4015	Traffic Maintenance Worker	21
4016	Traffic Paint and Sign Worker	24
3760	Tree Trimmer	20 to 22
3761	Tree Trimmer Supervisor	23 to 25
4055	Utility Line Locator	22
1928	Wastewater Chemist I	28 to 30
3873	Wastewater Plant Operator	20 to 25
3875	Wastewater Plant Supervisor I	26 to 29
3316	Wastewater Pretreatment Specialist	24 to 29
1860	Wastewater Pretreatment Technician	19 to 24
0769	Wastewater Soil Applications Coordinator	28
3260	Water Service Technician I	22 to 24
3276	Water Service Technician II	25 to 28
3864	Water Distribution Operator I	26
4040	Water Maintenance Supervisor I	24 to 25
4039	Water Maintenance Worker	19 to 23 19 to 23
3881	Water Plant Operator I	26
1886	Weights and Measures Inspector	23 to 28
3830	Welder	24

~~* Employee may be designated as "senior" and may be paid at the higher range based upon documented meritorious service for not less than two years under the title listed.~~

*** Minimum criteria for an incumbent in this class to attain the two highest pay ranges (Pay Range 31 and 32) would include, but not be limited to, successful completion of the Building Officials and Code Administrators (BOCA) 1 and 2 Family Dwelling Combination Inspector examination.

N/A - classification is not relevant to the bargaining unit because of classification abolishment, retitlement through the Civil Service Commission, or seasonal designation.

Class

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

<u>Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
1230	Account Clerk	N/A
1231	Account Clerk II	N/A
0878	Aging Programs Coordinator	N/A
1864	Air Pollution Control Officer I	N/A
0720	Airport Television Security System Monitor	N/A
0533	Billing Specialist I	N/A
0534	Billing Specialist II	N/A
	Billing Specialist I (Electricity)	N/A
	Billing Specialist II (Electricity)	N/A
0528	Bookkeeping Machine Operator I	N/A
0529	Bookkeeping Machine Operator II	N/A
3424	Bridge Crane Operator	N/A
1257	Business Development Assistant	N/A
3437	Chauffeur	N/A
0704	City Clean-Up Program Worker	N/A
0429	Clerical Aide	N/A
0430	Clerk I	N/A
0431	Clerk II	N/A
0432	Clerk III	N/A
0557	Clerk Specialist	N/A
3896	Composting Operator	N/A
0538	Computer Operator I	N/A
0539	Computer Operator II	N/A
3461	Construction Equipment Attendant	N/A
1143	Construction Inspector (Electrical)	N/A
1886	Consumer Affairs Inspector	N/A
1887	Consumer Affairs Specialist	N/A
3528	Custodial Supervisor I	N/A
3640	Data Communications Specialist I	N/A
0554	Data Entry Operator	N/A
0555	Data Entry Operator I	N/A
0556	Data Entry Operator II	N/A
0537	Data Processing Computer Operator Trainee	N/A
3634	Data Processing Electronics Shop Supervisor I	N/A
0535	Data Processing Operations Assistant	N/A
0578	Data Processing Programmer Trainee	N/A
1789	Development Inspection Trainee	N/A
1790	Development Inspector I	N/A
1791	Development Inspector II	N/A
2024	Development Project Assistant I (Community Development)	N/A
2025	Development Project Assistant II (Community Development)	N/A
1278	Development Project Assistant I (Loans and Grants)	N/A

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

<u>Class Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
1279	Development Project Assistant II (Loans and Grants)	N/A
2020	Development Project Assistant (Planning)	N/A
0753	Development Project Assistant I (Research)	N/A
0754	Development Project Assistant II (Research)	N/A
2007	Development Services Assistant	N/A
	Development Technician I (Relocation)	N/A
	Development Technician II (Relocation)	N/A
1190	Drafter (Architectural)	N/A
1184	Drafter II (Civil)	N/A
1187	Drafter I (Electrical)	N/A
1188	Drafter II (Electrical)	N/A
0627	Duplicating Machines Operator	N/A
0628	Duplicating Machines Operator II	N/A
0631	Duplicating Services Supervisor	N/A
3115	Education Planner I	N/A
1148	Electrical Engineer I	N/A
1138	Electrical Engineer-In-Training I	N/A
1139	Electrical Engineer-In-Training II	N/A
3601	Electricity Maintenance Supervisor I	N/A
3600	Electricity Maintenance Worker	N/A
3802	Electricity Plant Electrician	N/A
3625	Electric Meter Installer	N/A
	Employment Opportunity Officer	N/A
3677	Environmental Blight Abatement Worker	N/A
0768	Environmental Program Specialist	N/A
	Gardener I	N/A
	Gardener II	N/A
3870	Generator Station Operator I	N/A
3706	Groundskeeper	N/A
	Groundskeeper I	N/A
	Groundskeeper II	N/A
	Heating Inspector I (Convection)	N/A
3848	High Pressure Boiler Operator	N/A
	Incinerator and Boiler Operator	N/A
	Incinerator and Boiler Operator Supervisor I	N/A
	Incinerator Operator	N/A
3123	Instructor	N/A
1970	Laboratory Assistant I	N/A
	Landfill Operations Supervisor I	N/A
1205	Landscape Architect Associate II	N/A

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

Lifeguard N/A

<u>Class Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
0936	Mail Handler I	N/A
3478	Maintenance Blacksmith	N/A
	Manpower Placement Officer I	N/A
1122	Mechanical Engineer I	N/A
1102	Mechanical Engineering Associate I	N/A
1103	Mechanical Engineering Associate II	N/A
1108	Mechanical Engineer-In-Training I	N/A
1109	Mechanical Engineer-In-Training II	N/A
0450	Messenger	N/A
0613	Micrographics Machine Operator I	N/A
0614	Micrographics Machine Operator	N/A
2039	Mobile Tool Technician	N/A
0520	Network Technician	N/A
1610	Nurse Instructor (Cardiovascular)	N/A
3767	Nursery Supervisor I	N/A
1480	Nutrition Assistant	N/A
1482	Nutritionist	N/A
0629	Offset Print Operator	N/A
3749	Parking Attendant	N/A
0742	Parking Facility Attendant	N/A
0741	Parking Facility Supervisor	N/A
1290	Payroll Clerk I	N/A
1943	Photography Technician Trainee	N/A
3860	Plant Conveyor Operator	N/A
3668	Plant Instruments Technician	N/A
3867	Plant Pulverizer Operator	N/A
0561	Police Coder and Key Punch Operator	N/A
1346	Police Property Room Supervisor	N/A
0606	Posting Machine Operator I	N/A
0607	Posting Machine Operator II	N/A
3576	Power Line Troubleshooter	N/A
3608	Power Line Truck Operator	N/A
1628	Practical Nurse I	N/A
1637	Professional Nurse	N/A
3102	Public Information Assistant Trainee	N/A
0795	Public Receptionist	N/A
3055	Public Safety Aide	N/A
	Quality Control Supervisor	N/A
3019	Questioned Documents Examiner	N/A

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

3635	Radio Technician	N/A
2035	Real Estate Relocation Specialist II	N/A
Class		
Code	Classifications	Pay Range(s)
0467	Receptionist-Secretary	N/A
3684	Recreation and Parks Aide	N/A
	Recreation Facility Attendant	N/A
3169	Recreation Playground Leader	N/A
3925	Refuse Collector and Packer Operator	N/A
2081	Research Analyst	N/A
2082	Research Analyst II	N/A
1720	Safety Programs Assistant Coordinator	N/A
3931	Sanitation District Assistant Supervisor	N/A
3534	Shelterhouse Caretaker	N/A
1805	Sign Inspector I	N/A
0818	Skip Tracer	N/A
0443	Soundex Clerk I	N/A
0444	Soundex Clerk II	N/A
3849	Steam Operating Engineer	N/A
0476	Stenographer	N/A
0475	Stenographer-Clerk I	N/A
1192	Street Assessment Investigator	N/A
3988	Street Cleaning Supervisor I	N/A
3997	Street Maintenance Supervisor	N/A
3995	Street Maintenance Worker	N/A
0781	Student Intern I	N/A
0782	Student Intern II	N/A
3680	Summer Worker	N/A
0624	Telephone Operator	N/A
0625	Telephone Operator Supervisor	N/A
3650	Telephone Technician	N/A
3503	Trades Helper (Buildings)	N/A
	Traffic Engineer I	N/A
	Traffic Engineer II	N/A
	Traffic Engineering Aide I	N/A
	Traffic Engineering Aide II	N/A
	Traffic Engineer-In-Training I	N/A
	Traffic Engineer-In-Training II	N/A
	Traffic Line Worker I	N/A
	Traffic Line Worker II	N/A
	Traffic Line Worker Supervisor I	N/A
	Treatment Plant Attendant	N/A
1875	Tree Inspector	N/A
3417	Truck Driver	N/A
0464	Typist-Clerk II	N/A
0465	Typist-Clerk III	N/A

City of Columbus/AFSCME Local 1632 Negotiations
Tentative Agreement
7.23.20

2068	Urban Sociologist I	N/A
2069	Urban Sociologist II	N/A
3473	Upholsterer	N/A

<u>Class Code</u>	<u>Classifications</u>	<u>Pay Range(s)</u>
3878	Wastewater Heat Treatment Unit Operator	N/A
1262	Water Accounts Assistant Supervisor	N/A
	Water Chemist I	N/A
0726	Water Contracts Assistant Supervisor	N/A
0727	Water Contracts Supervisor	N/A
	Water Pumping Plant Operator	N/A
	Weed and Encroachment Inspector	N/A
3918	Weighmaster	N/A
3536	Window Cleaner	N/A
0708	Youth Service Aide	N/A
0709	Youth Service Counselor I	N/A
	Youth Training Counselor	N/A
0926	Youth Work Trainee	N/A

MEMORANDUM OF UNDERSTANDING #1998-07 (revised February 2021)
BETWEEN
THE CITY OF COLUMBUS AND AFSCME LOCAL 1632
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF POWER

The City of Columbus and AFSCME, Ohio Council 8, Local 1632, hereby agree that this Memorandum of Understanding (hereinafter referred to as MOU) shall apply to employees of the Department of Public Utilities, Division of Power pursuant to a mutual agreement to establish a work schedule for employees in the following classifications: Power Line Troubleshooter, Power Line Worker Supervisor I, Power Line Worker II, Power Line Worker I, Power Line/Cable Worker Trainee, Lamp Servicer, Cable Worker Supervisor I, Cable Worker II, Cable Worker I, Electric Metering Supervisor I, Electric Metering Technician, Substation Maintenance Supervisor, Substation Maintenance Technician, Senior Storekeeper, Storekeeper, Purchasing Expediter, Laborer, Office Assistant 2, and Excavator. Unless specifically amended by this MOU, all wages, hours and other terms and conditions of employment shall be administered in accordance with the Collective Bargaining Contract (hereinafter referred to as Contract).

HOURS OF WORK

- (A) The normal workweek shall consist of four (4) work days of ten (10) hours per day and three (3) consecutive days off or five (5) work days of eight (8) hours per day and two (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 Sunday through Friday.

- (B) The starting time for Group A and Group B employees involved will be between the hours of 6:00 a.m. and 8:00 a.m. and the quitting time will be between the hours of 4:00 p.m. and 6:00 p.m. The starting time for Group C employees involved will be between the hours of 8:00 p.m. and 11:00 p.m. and the quitting time will be between the hours of 6:00 a.m. and 9:00 a.m.

Group A will work Monday through Thursday.

Group B will work Tuesday through Friday.

Group C will work Sunday through Thursday.

HOLIDAY PAY

- (A) The provisions contained in Article 17, Holidays, of the Contract shall govern the eligibility and usage of holiday pay for those employees covered herein, unless specifically changed hereunder.
- (B) Any employee who does not work a day on which a holiday is celebrated shall be paid ten (10) hours of straight time at his regular straight-time hourly rate of pay for said holiday.
- (C) When a holiday falls on the employee's first or second regularly scheduled day off, it shall be celebrated on the previous day; when a holiday falls on the third regularly scheduled day off, the holiday shall be celebrated on the following day.
- (D) If the holiday falls on the middle day off for "Group A" the holiday will be observed on the preceding Thursday if the holiday falls on the middle day off for "Group B" the holiday will be observed on the following Tuesday.
- (E) Any employee who works on a day that is celebrated as a holiday, shall be paid at the rate of time and one-half (1-1/2) for all hours worked in addition to his regular straight time hourly pay for the holiday.

OVERTIME ELIGIBILITY AND PAY

- (A) Overtime eligibility and pay will be administered pursuant to Article 16 of the Contract.
- (B) For the purposes of this MOU, Sunday will be considered the double-time day for all employees not regularly scheduled to work Sunday (Group A and Group B). All other employees will have their second consecutive day-off as their double-time day (Group C). Double-time shall be paid provided the employee has accumulated forty (40) straight-time hours in paid status during the workweek and in accordance with Section 16.3(C).
- (C) Employees working a ten (10) hour workday shall be eligible for daily overtime after actually working ten (10) hours in the workday.

VACATION LEAVE

- (A) An employee's vacation leave accrual and/or usage shall be in accordance with the provisions contained in Article 19 of the Contract.
- (B) An employee who requests and is granted a vacation day off for a day on which he is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of

vacation for said day off. For vacation leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on vacation leave during any ten (10) hour shift.

SICK LEAVE ENTITLEMENT AND USAGE

- (A) Sick leave entitlement and usage shall be administered for employees on ten (10) hour shifts in accordance with the provisions contained in Article 20 of the Contract.
- (B) For each ten (10) hours of regularly scheduled work from which an employee is absent, sick leave with pay shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any ten (10) hour shift.

PERSONAL BUSINESS DAY

Personal business day entitlement and usage shall be administered in accordance with the provisions of Article 18 of the Contract. Employees will be required to supplement two (2) hours of vacation leave or compensatory time in order to be paid for a ten (10) hour workday.

INJURY LEAVE

Any employee, who is working a ten (10) hour shift and is off work as a result of a job-related injury, shall be assigned to the first shift, Monday through Friday, for the duration of his/her injury leave.

COMPENSATORY TIME

An employee who requests and is granted compensatory time off for a day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of compensatory time for said day off. For compensatory time of less than one (1) full work day, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on compensatory time during any ten (10) hour shift.

DISABILITY LEAVE PROCEDURES

All full-time employees working ten (10) hour shifts shall be eligible to participate in the City's disability leave program provided in Article 21 of the Contract, provided, however, that any ten (10) hour employee deemed to be on said disability leave program shall receive a payment of the applicable percentage of said employee's gross wages as provided in Section 21.3, under the following formula:


MOU #1998-07 (revised February 2021)
City/AFSCME
Work Schedule
Page 4

- (1) The employee's gross wages shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.
- (2) The employee shall receive a payment of the applicable percentage of his gross wages based upon said forty (40) hour work-week for each full week in which an employee is off work.
- (3) For any partial week in which an employee is on the disability leave program, said employee shall receive a payment of the applicable percentage of his gross wages, under the above-noted formula, pro-rated to the number of hours said employee is off work during his regularly scheduled work week.


DURATION

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice of termination, but the duration shall be no longer than March 31, 2023.

FOR THE CITY:


Nichole Brandon, Director
Department of Human Resources
2/23/2021

Date

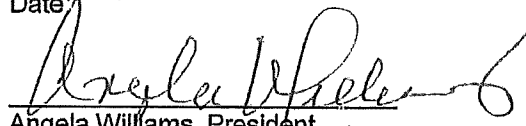

Tracie Davies, Director
Department of Public Utilities

2/24/2021
Date

FOR THE UNION:


Roberta Skok, Regional Director
AFSCME, Ohio Council 8

2/19/2021
Date


Angela Williams, President
AFSCME Local 1632

2-19-2021
Date

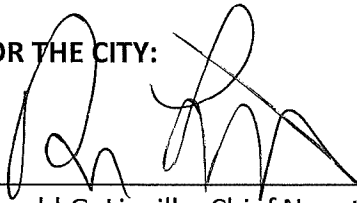
MEMORANDUM OF UNDERSTANDING #2021-01

Between the City of Columbus and the American Federation of State, County and Municipal Employees ("AFSCME") Ohio Council 8 and AFSCME Local 1632
Regarding Extension of the Collective Bargaining ^{Agreement} Contract ("CBC") and a One-Time Lump Sum Payment

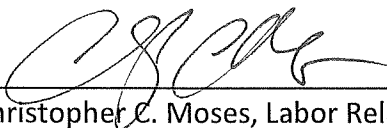
Per Article 34 of the 2017-2020 ^{CBA} CBC between the parties, it was set to expire on March 31, 2020; the parties have agreed to extend the terms and conditions of the CBC through March 31, 2021.

Additionally, all AFSCME Local 1632 bargaining unit employees will receive a one (1) time payment in the gross amount of one thousand, six hundred thirty-two dollars (\$1,632.00) less applicable withholdings. In order to be eligible for such payment, the employee must be an active employee on the date the payment is made. Such payment shall be made within one pay period following ratification of this Memorandum of Understanding by both parties.

FOR THE CITY:



Ronald G. Linville, Chief Negotiator

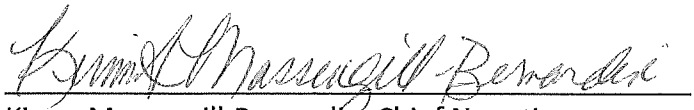


Christopher C. Moses, Labor Relations Manager

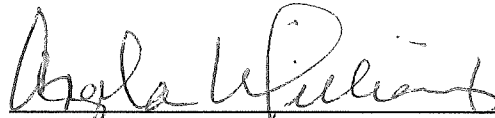
3/24/21

Date

FOR THE UNION:



Kimm Massengill-Bernardin, Chief Negotiator



Angela Williams, AFSCME Local 1632 President

03/25/21

Date

