

MEMORANDUM OF UNDERSTANDING (MOU) #2016-006

THE CITY OF COLUMBUS

AND

**AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
OHIO COUNCIL 8 & LOCAL 1632**

A. By mutual agreement between the representatives of the City, AFSCME Ohio Council 8 and AFSCME Local 1632 (collectively, "Parties") and pursuant to Section 32.3 of the Collective Bargaining Contract ("CBC") dated April 1, 2014 – March 31, 2017 between the City and AFSCME Local 1632, effective January 1, 2017:

1. Appendix A of the CBC is amended to include the following classification:

Class Code	Classification	Pay Range
3929	Refuse Container Assembler and Repairer	12 to 17 or 18*

Employees placed into the AFSCME bargaining unit per this MOU will be placed into the lowest pay range assigned to the RCAR classification that comes closest to matching their current hourly rate without causing a decrease in pay. The pay step assignment will be based on each employee's City Service.

2. Employees hired into the Refuse Container Assembler and Repairer ("RCAR") classification after the execution of this MOU but before January 1, 2017 will be temporarily placed in CWA Pay Range 50. On January 1, 2017, those RCARs newly hired after the execution of this MOU and before January 1, 2017 will be placed according to the AFSCME Local 1632 CBC. All RCARs hired after January 1, 2017 will be placed according to the AFSCME Local 1632 CBC.

3. Appendix A of the CBC is amended to abolish the following classification:

Class Code	Classification	Pay Range
3928	Refuse Collection Supervisor	26 to 27

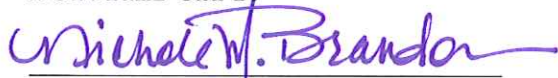
B. The Parties hereby agree to compensate any Refuse Collection Supervisor exiting the AFSCME Local 1632 bargaining unit, effective with the pay period beginning January 1, 2017, for their accrued Sick Leave balance in excess of 400 hours according to the following schedule:

1. One (1) hour of pay for each four (4) hours of unused sick leave from hours 401 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 from nine hundred and fifty-one (951) hours up to and including seventeen hundred and fifty (1,750) hours;
3. The Parties agree that any Refuse Collection Supervisor eligible under this section shall retain four hundred (400) hours of unused sick leave upon transferring to the Communications Workers of America ("CWA") Local 4502;
4. The Parties acknowledge a one-time exception to Article 20, Section 20.7 (A) of the Parties' CBC. Nothing in this Agreement shall be interpreted or understood to allow any other deviation from the express terms of Article 20, Section 20.7(A);
5. The Parties agree that future actions including hearings, arbitration and any other appeals to any administrative, judicial or quasi-judicial bodies regarding this matter are hereby waived but for the enforcement of this agreement;
6. The Parties agree that this MOU shall not be precedent setting and shall not be introduced into any other forum or tribunal except as may be necessary to enforce this agreement.

C. An ordinance to accept this Memorandum of Understanding will be submitted to City Council, and the effective date will be the pay period beginning January 1, 2017.

FOR THE CITY:



Nichole M. Brandon
Director of Human Resources

Date

12-1-16

FOR OHIO COUNCIL 8:



AFSCME, Ohio Council 8

Date

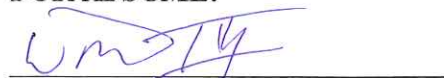
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FOR PUBLIC SERVICE:



Jennifer L. Gallagher
Director of Public Service

FOR AFSCME:



Woodrow G. Moore, III
President, AFSCME Local 1632

11-29-16