MEMORANDUM OF UNDERSTANDING #2013-02 THE CITY OF COLUMBUS AND AFSCME, OHIO COUNCIL 8, LOCAL 1632

Regarding Local 1632 Merit Increases

Pursuant to Section 32.3 of the Collective Bargaining Contract between the City of Columbus and the American Federation of State, County, and Municipal Employees, Ohio Council 8, Local 1632, the parties hereby agree to amend Section 26.3(D) of the Collective Bargaining Agreement dated April 1, 2011 - March 31, 2014, as follows:

Article 26 - Wage and Compensation Plan

The language added herein to Section 26.3(D) pertaining to merit pay for bargaining unit members who have reached the highest step in a single pay range had been included in this collective bargaining agreement from 2002 through 2008. The language was inadvertently omitted from the collective bargaining agreement subsequent to the 2008 negotiations. Thorough research revealed that neither party proposed the removal of the language nor was there any discussion regarding the removal of this language during negotiations in 2008.

The parties agree to make whole any bargaining unit members in a single pay range who were denied a merit increase, and who were otherwise qualified for a merit increase, from pay period 18, 2013 to present.

Amend:

26.3(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, 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. An ordinance will be submitted to City Council requesting its acceptance of this MOU, and the effective date will be established by City Council's acceptance.

Memorandum of Understanding #2013-02 City/AFSCME Page Two

An ordinance to accept this MOU will be submitted to City Council, and the effective date will be specified therein.

1/2

Chester C. Christie
Director of Human Resources

11-8-13

Date

FOR AFSCME:

Roberta Skok

Regional Director, Ohio Council 8

Date

bouglas ∕ Q. Moore

President, AFSCME Local 1632

G:\Contracts\AFSCME\2013 MOUs