

MEMORANDUM OF UNDERSTANDING #2012-01
THE CITY OF COLUMBUS
AND
COLUMBUS FIREFIGHTERS UNION LOCAL #67, IAFF

Regarding Article 3 – Definitions
Article 13 – Overtime, Call-Back Time, Holiday Eligibility
And
Article 27 – Sick Leave

This Memorandum of Understanding (MOU) is mutually entered into between the City of Columbus (City) and the Columbus Fire Fighters, Union Local #67, I.A.F.F. (Union). The purpose of this MOU is to memorialize the practice of the parties since 1987 with respect to leave around holidays and to recognize domestic partners as members of the immediate family.

The following modifications to certain sections of the Collective Bargaining Contract between the City of Columbus and Columbus Fire Fighters Union Local #67, I.A.F.F., November 1, 2011 – October 31, 2014, have been agreed to by the parties:

Article 3 – Definitions

Amend:

Immediate Family – Includes spouse, **domestic partner provided the terms of Ordinance No. 1077-2010, as amended, are met**, son, daughter, brother, sister, parent, grandparent, grandchild, niece, nephew, father or mother-in-law, son or daughter-in-law, brother or sister-in-law, grandparent-in-law, stepmother or father, stepbrother or sister, stepson or daughter, half-brother or sister, and legal guardian or other person who stands in the place of a parent. **[Note: This definition does not apply to the Family and Medical Leave Act.]**

Add:

Extended Illness – Two (2) or more consecutive days on which the employee's unit is scheduled to work, including the day on which the holiday is celebrated, of sick leave for those assigned to a three (3)-platoon system workweek; and three (3) or more consecutive days on which the employee is scheduled to work, including the day on which the holiday is celebrated, of sick leave for those assigned to a forty (40) hour workweek.

Article 13 - Overtime, Call-Back Time, Holiday Eligibility

Amend:

Section 13.3. Holiday Eligibility and Pay.

- (A) Each full-time employee working an average workweek of forty (40) hours or more shall earn holiday credit at the rate of 3.85 hours for each complete pay period of service. Accumulated holiday credits shall be compensated in January of each year at the forty (40) hour rate in the employee's appropriate class and step. An employee who experiences a break in continuous service and who has holiday credit, as provided in this paragraph, shall be compensated for accumulated holiday credits upon separation at the forty (40) hour rate (less applicable withholding and amounts owed by the employee of the City) in the employee's appropriate range and step in effect at the time of separation.

- (B) To be eligible for holiday pay, a forty (40) hour employee must be in full-time status as defined in Article 3, Definitions. Further, the employee must have worked, been on vacation, compensatory time off, approved sick leave granted for the illness of a member of the immediate family living in the employee's household, and/or death in the immediate family, and/or approved sick leave due to an extended illness as defined in Article 3, Definitions, approved injury leave or approved paid military leave for his full scheduled workday immediately preceding the holiday and for his first full scheduled workday following the celebration of the holiday. Employees not eligible for holiday pay will have their holiday pay banks reduced by eight (8) hours for each holiday for which they are ineligible.

To be eligible for holiday pay, employees working under the three (3) platoon system must be in full-time status as defined in Article 3, Definitions. Further, employees working under the three (3) platoon system must have worked, been on vacation, compensatory time off, Kelly day, approved sick leave granted for the illness of a member of the immediate family living in the employee's household, and/or death in the immediate family, and/or approved sick leave due to an extended illness as defined in Article 3, Definitions, approved injury leave, or approved paid military leave the full calendar day before the holiday, the full calendar day of the holiday, or the full calendar day after the holiday. Employees not eligible for holiday pay will have their holiday pay banks reduced by eight (8) hours for each holiday for which they are ineligible.

Article 27 – Sick Leave

Amend:

Section 27.4. Use of Sick Leave.

Sick leave with pay may be granted upon the recommendation of the Appointing Authority only for the following reasons:

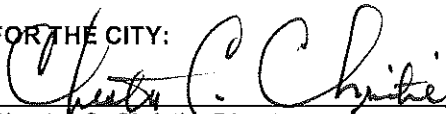
- (a) Sickness of the employee;
- (b) Injury to the employee except where such injury is incurred in the performance of employment other than his employment with the City;
- (c) Medical, dental, optical consultation or treatment of employee;
- (d) Sickness of member of the immediate family living in the employee's household. Employees working an average forty (40) hour workweek shall be granted not more than five (5) workdays in any payroll year for sickness in the immediate family requiring the presence at home of the employee. The Fire Chief may require a certificate of the attending physician before paying any employee under this paragraph. In special cases where the Fire Chief deems that more than five (5) workdays are necessary, approval by the Appointing Authority shall be obtained in advance of granting such leave;

Employees working under the three (3) platoon system shall be granted not more than two (2) workdays in any payroll year for sickness of a member of the immediate family living in the employee's household requiring the presence at

home of the employee. The Fire Chief may require a certificate of the attending physician before paying any employee under this paragraph. In special cases where the Fire Chief deems that more than the above listed days are necessary approval by the Appointing Authority shall be obtained in advance of granting such leave;

- (e) Quarantine of an employee because of exposure to a contagious disease. The Fire Chief shall require a certificate of the attending physician before paying any employee under this paragraph;
- (f) Any employee scheduled to work on a holiday, as designated in Article 21 of this Contract, who reports sick shall be charged sick leave with pay for the number of hours that comprise the holiday;
- (g) In the event an employee uses all his injury leave time, and is still unable to return to active duty, he may, with the approval of his Appointing Authority, use any sick leave, compensatory time and vacation time to which he is otherwise entitled;
- (h) When an employee is absent because of illness on the workday before, and/or the workday after a holiday and the holiday is celebrated on a regularly scheduled workday, please reference Section 13.3(B) for eligibility for holiday pay.
- (i) Bereavement. In the event of a death in the immediate family, each employee regularly working an average forty (40) hour workweek shall be entitled to five (5) workdays to attend or prepare for a funeral service and/or interment. Employees working under the three (3) platoon system shall be entitled to six (6) calendar days to attend or prepare for a funeral service and/or interment. Employees will be charged sick leave for all scheduled hours missed while on bereavement leave;
- (j) Any leave which is granted under this Article 27 for reasons permissible under an FMLA leave as provided in Section 29.2 shall be charged as an FMLA leave and shall count toward the twelve (12)-week per year limitation for the length of an FMLA leave.

FOR THE CITY:

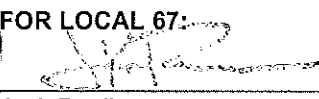

Chester C. Christie, Director
Department of Human Resources

2/8/13
Date


Mitchell J. Brown, Director
Department of Public Safety

2-11-13
Date

FOR LOCAL 67:


Jack Reall
President

2/8/13
Date