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COLLECTIVE BARGAINING

CONTRACT

Between

THE CITY OF COLUMBUS

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

OHIO COUNCIL 8

LOCAL 2191

April 1, 2011 - March 31, 2014

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ARTICLE 1 – PURPOSE

This Contract is made between the City of Columbus, Ohio, and the Columbus Board of Health hereinafter referred to as "City," and AFSCME Local 2191, 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 that 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.

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) 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 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, as listed in Appendix A, 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 more than three (3) consecutive workdays, including the day on which the holiday is celebrated, of injury leave, sick leave and/or disability leave.

"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 or less than fifty-two (52) weeks per year, and contemplates an average in the aggregate of more than 1040 hours in a year.

"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) for an employee who (a) is sixty (60) years of age at the time of separation with at least five (5) years of service under the OPERS system, or (b) is fifty-five (55) years of age at the time of separation with at least twenty-five (25) years of service under the OPERS system, or (c) regardless of age at the time of separation, has at least thirty (30) years of service under the OPERS system, or (d) is approved for disability retirement benefits by the 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.

"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 or any other means of notification established by the parties.

"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). 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.

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 forces 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 the City could be harmed by having to comply with the 60-day notice requirement due to unforeseen circumstances. The Union may request a meeting with the Health Commissioner 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 Health Commissioner or designee 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.

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 Health Commissioner 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) Program.
(5) Immediate supervisor.
(6) Union office held.

Section 4.2. Bargaining Unit.

(A) The bargaining unit means that group of City of Columbus employees meeting the definition of a public employee pursuant to Section 4117.01 of the Ohio Revised Code, serving in class titles included in Appendix A attached hereto, and who are not: 1) uniformed employees of the Police or Fire Divisions within the Department of Public Safety; 2) employees of the Human Resources Department; 3) employees of the Civil Service Commission; 4) confidential secretaries of the Appointing Authorities; 5) employees who regularly work less than twenty (20) hours per week during the course of a payroll year; and 6) employees who are in seasonal or temporary appointments.

(B) If a dispute occurs between the City and the Union as to the inclusion or exclusion of a classification from the bargaining unit, the parties will discuss the matter and, if they are unable to reach agreement thereon, the parties agree to submit the dispute to arbitration pursuant to the provisions of Section 11.5, Step 3.

Should another employee representative express an interest to the City to represent employees to be assigned to the disputed classification, and file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of the disputed classification from its bargaining unit, the City will notify the Union (AFSCME) upon receipt of the petition from SERB. If the Union (AFSCME) so desires, it may file a Motion to Intervene with SERB to represent employees to be assigned to the disputed classification.

Section 4.3. Job Classifications.

The City shall make available to the Union copies of classification specifications for all classifications in the bargaining unit. Any changes in Civil Service rules shall be provided to the Union at the earliest possible time prior to the effective date of such changes.

The City, through the Civil Service Commission (CSC), may create, modify, or merge classifications and place

abolished classifications in moratorium. The CSC will provide the Union with copies of proposed classification specifications, whether newly created, merged or modified at least fourteen (14) days before the Commission meeting where the proposed classification specifications will be on the Commission agenda.

Additionally, the Department of Human Resources will determine a proposed pay range for the affected classifications and shall notify the Union. Should the Union dispute the proposed pay recommendation of the City it shall request to bargain. Negotiations shall not exceed thirty (30) days. If the parties are unable to resolve their differences through negotiations, they shall submit unresolved issues through arbitration pursuant to Section 11.5, Step 3, of this Contract. The matter shall be submitted to a mutually agreed upon arbitrator knowledgeable in classification and compensation matters.

ARTICLE 5 - UNION SECURITY AND RIGHTS

Section 5.1. Dues Deduction.

(A) 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 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 Health Commissioner 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.

ARTICLE 6 - UNION OFFICERS AND STEWARDS

Section 6.1. Authorized Union Representatives.
Employees of the City who will be recognized as representatives of the Union and who will be authorized to conduct union business on City time as specified in this Article 6 shall be limited to the following:

Union President
Union Vice-President

Floating Chief Stewards - This category of Union representatives shall consist of four (4) Floating Chief Stewards to be selected by the Union President. The four (4) Floating Chief Stewards shall be selected from different program areas and shall have authority to represent the Union in all programs throughout the Department.

The names of all Union officers, Floating Chief Stewards shall be furnished to the Health Commissioner or designee by the Union. This list shall be kept current by the Union at all times. If a Floating Chief Steward's name is not listed, he/she will not be recognized as an authorized Union representative and will not be accorded the privileges of those positions as set forth in Section 6.2 below.

Section 6.2. Union Business That Authorized Union Representatives May Conduct on City Time.
Authorized Union representatives, as defined and limited by Section 6.1, shall be permitted to conduct the following Union business on City time, subject to the scheduling provisions of Section 6.3.

Floating Chief Stewards - Floating Chief Stewards shall be limited to the following matters. Only one (1) Floating Chief Steward may be present at any of the events enumerated in (1) through (7) below, unless they are a witness or a grievant.

(1) Investigate and draft grievances and file grievances at Step 1;

(2) Attend as the Union's representative Steps 1 and 2 grievance hearings;

(3) Attend investigatory interviews of the employee who is the focus of the investigation as provided under Article 10;

(4) Attend other meetings at the specific request of an employee where the employee reasonably believes the meeting may lead to disciplinary charges;

(5) Attend disciplinary hearings conducted under Article 10 with the Union President; and

(6) Respond to extreme emergencies involving the health or safety of a bargaining unit employee.

Conducting investigatory interviews of the employee who is the focus of the investigation pursuant to Article 10 shall be coordinated with a Union representative if requested by the employee. Step 1 grievance hearings shall be coordinated with the Floating Chief Steward involved. The Floating Chief Stewards may handle the above matters throughout the Department.

Time spent by a Floating Chief Steward conducting union business outside of their regularly scheduled duty hours shall not be considered time worked for any purpose nor shall it be compensated by the City in any way. Time spent by employees meeting on union business outside of the employee's regularly scheduled duty hours shall not be considered time worked for any purpose nor shall it be compensated by the City in any way

(for example, time spent by a third shift employee meeting with a Floating Chief Steward in his/her department on first shift). Union business other than that mentioned above shall not be conducted by a Floating Chief Steward or any other employee on City time. Union business which is specifically permitted by this Contract to be conducted on City time shall be scheduled so as to minimize interference with the work assignment of the Floating Chief Steward, or any other employee.

Section 6.3. Procedures for Scheduling, Approving and Monitoring Time Off To Conduct Union Business.

Union business, other than that specifically mentioned in this Article 6, shall not be conducted on City time. No Union matter of an internal nature shall be conducted during duty hours or overtime work. Only a Floating Chief Steward may respond to matters involving extreme emergencies affecting the health or safety of a bargaining unit employee.

Union business, which is specifically permitted by this Article 6 to be conducted on City time by the Union's representatives as defined in this Article 6, shall be scheduled to minimize interference with the work assignment of the President, Vice-President, Floating Chief Steward and/or employee being assisted. This will be accomplished by requiring all Union representatives to complete a Request for Leave for Union Business Form (see Appendix D) before attending to Union business on City time (regardless of whether attending to the Union business requires the Union representative to leave his/her work location). Responding to short telephone inquiries or in-person conversations initiated by others shall be the only exception to the prior approval requirement (although such time shall be reported in the aggregate at the end of the day on a Request for Leave for Union Business Form). This form shall specify the Union activities, which are within the particular Union representative's jurisdiction (as specifically provided in this Article 6). The form shall be submitted as far in advance as possible to the Union representative's designated management representative for approval before attending to Union business. In addition, the Union representative shall contact the designated management representative of the employee seeking assistance to schedule an appropriate time to discuss Union business, with due regard to the demands of the workplace if such assistance is provided during the duty hours of the employee involved. In the event of a bona fide emergency where it is impracticable for the Union representative to submit the Request for Leave for Union Business Form in advance, such form shall be completed and submitted immediately after attending to such emergency situation, with an explanation of the emergency circumstances involved and the time spent attending to them.

Union business leave shall be submitted to payroll as is the case with any other leave form, and shall be tracked in the payroll accounting system like any other leave of absence. The Union President and the Health Department's Human Resources Officer shall both be provided with periodic reports by the City Auditor's Office through the payroll system of the time spent on union business leave by Floating Chief Stewards.

Any alleged abuse of this Section 6.3 or of Article 6 by the City or the Union shall result in an immediate meeting between the Health Commissioner or designee and the Union President.

Section 6.4. Access to Work Area.

The Floating Chief Steward, a representative of Ohio Council 8, and the President or Vice-President of the Union may consult employees in the assembly area before the start of and at the completion of the day's work and shall be permitted access to work areas with the approval of the Health Commissioner or designee and notification to the appropriate Administrator only for the purpose of adjusting grievances, assisting in the settlement of disputes, or carrying into effect the provisions and aims of this Contract. This privilege is extended subject to the understanding that such access will not in fact interfere with work time or work assignments. Any suspected abuse of these privileges shall be resolved through a meeting of the City and the Union.

Section 6.5 Privileges of the Representative of Ohio Council 8 and Union President and Vice-President.

The representative of Ohio Council 8, and the President and Vice-President of the Union shall have the privileges afforded to a Floating Chief Steward by this Contract. Any suspected abuse of these privileges shall be resolved through a meeting of the City and the Union.

Section 6.6. Transfer of Union Representative.
Floating Chief Stewards and Union officers shall not be assigned or transferred to a new location unless suitable and satisfactory reasons exist to warrant such an assignment or transfer, which reasons will be discussed in advance by the Health Commissioner or designee with the Union President.

Section 6.7. Release Time for Union Conventions, Seminars.
Union business leave with pay shall be granted for up to four (4) delegates from Local 2191 to attend Union seminars, Union conventions or educational seminars. One such delegate shall be the Union President, who shall not exceed fifteen (15) days per year of such leave. Not more than a total of twenty-five (25) days leave shall be utilized by all other designated delegates, with not more than three (3) such delegates on such leave at one time. Such leave shall be permitted with prior approval of the Health Commissioner or designee. Request for such leave shall be submitted well in advance using the union business leave request form (see Appendix D). Further, joint trainings and the number of Union representatives attending said joint training must be agreed upon by the City and the Union and shall not be charged to Union leave.

Section 6.8. Release Time for Union President.
The President of Local 2191, upon election to that post and as long as he/she continues in that post, will be permitted 1040 hours per year to attend to Union matters upon proper notification, and authorization, to the Health Commissioner or his/her designee. This will be accomplished by requiring the Union President to complete a Request for Leave for Union Business Form (see Appendix D) before attending to Union Business on City Time. The hours the President attends the Compensation Plan meetings will not count toward his/her 1040 yearly hours, however must be reported. The Union President's entitlement to his/her hourly wage, fringe benefits and seniority accrual will continue as though he/she were performing his/her normal job-related duties.

Section 6.9. Release Time for Union Bargaining Team.
Prior to the first session of negotiations, the City's Chief Negotiator will meet with the President and Vice-President of Local 2191 to determine the size and composition of the Union’s negotiation team. Union bargaining committee members who participate in negotiations with the City shall be paid for time lost during regular working hours to attend such meetings.

Section 6.10. Proper Authorization for Release Time Required.
The privileges listed above do not authorize any Union representative to be absent from his/her job or work without proper notification to and authorization from a designated management representative and the other authorization required under this Article, which authorization will not be unreasonably withheld to delay the Union's compliance with time deadlines.

Section 6.11 Training of Union Representatives.
Union Officers, Floating Chief Stewards, and Alternate Floating Chief Stewards will be released one (1) workday per year with pay for training and education.

ARTICLE 7 - JOINT LABOR-MANAGEMENT COMMITTEES

Section 7.1. Quality of Working Life Program.

(A) Purpose. The Quality of Working Life Program is a way to provide an opportunity for discussion, experimentation, and improvement of all areas of the City. It is designed to help employees better understand the function of municipal services and the relationship between these services and the employee's role in maintaining, delivering and developing those services. Effective and efficient public service is a responsibility shared by employees and management; and increased sharing of these responsibilities will engender better public service. The City and Union incorporate by reference the Memorandum of Mutual Trust dated July, 1984.

(B) QWL City-Wide Committee. A City-Wide Quality of Working Life Committee (the "Committee") is responsible for defining and interpreting the procedures used within the Quality of Working Life Program. Membership on this Committee is restricted to the following: the Mayor or designee, the City's Chief Negotiator or designee, the Director or designee of each department participating in the QWL Program, the Regional Director of AFSCME, Ohio Council 8 or designee, the President of Local 1632 or designee, the President of Local 2191 or designee, and one Union representative from each department participating in the QWL program.

(C) QWL Subcommittees. The Committee may establish Quality of Working Life subcommittees in reporting locations with bargaining unit employees. Membership on these subcommittees will conform to rules of membership established by the City-Wide QWL Committee. These subcommittees may propose improvements or modifications specifically confined to their reporting location. All such proposed modifications are subject to approval by the City-Wide QWL Committee.

(D) Scope of QWL Program. Neither the Committee nor any subcommittee shall have authority to change or abridge the intent or spirit of contractual provisions which prevail through this Contract. Further, disputes which have been submitted through the grievance procedure shall be beyond the scope of the QWL Program.

Section 7.2. Health and Safety Committee.

(A) General

(1) There shall be a Joint Labor-Management Health and Safety Committee. The Union representatives shall be selected by the Local Union President.

(2) The Joint committee shall request the Occupational Safety and Health Programs Administrator or the City's Occupational Health and Safety Program to perform the following functions, as needed:

(a) Make or cause to be made periodic inspections of the various work locations when necessary.

(b) Make recommendations for the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful practices.

(c) Upon specific request, review and analyze reports of work-related injury or illness, investigate causes of same, and recommend rules and procedures for the prevention of accidents and disease and for the promotion of health and safety of employees.

(d) Promote health and safety education.

(e) Request that the Safety Office investigate any worker exposure to potentially dangerous substances, fumes, noise, dust, etc.

(f) Receive in writing the identification of any potentially toxic substance to which the workers are exposed together with material data sheets, if any, upon specific request.

(3) The City shall keep minutes of all meetings and provide Union representatives with copies as soon as possible, but no later than forty-eight (48) hours prior to the next meeting.

(4) The City shall pay Union members of the Committee at their regular rate for all time spent on Committee business, including time spent in meetings and training.

(5) The Committee may ask the advice, opinion and suggestions of experts and authorities on safety matters. The Committee shall have the right to call to the work location such experts and authorities, as well as International Representatives of the Union, and they shall be permitted to make such examinations, investigations and recommendations as shall be reasonably connected with the purposes of the Committee.

(B) Health and Safety. The safety of employees is a mutual concern of the City and the Union. The Union will cooperate with the City in encouraging employees to observe applicable safety rules and regulations.

(1) It shall be the exclusive responsibility of the City to provide for the safety of its employees by providing safe work conditions, safe work areas, safe work methods and appropriate safety equipment when such equipment is required in connection with the employee's job duties.

(2) The City retains the exclusive responsibility to provide a safe and healthful work place and conditions of employment.

(3) To the extent the Union has acquired certain participatory rights in the preceding subparagraphs of Section 7.2, it is not the intent of the parties to diminish the City's exclusive responsibility or to make the Union and/or its officers, agents, or representatives liable for any employee's job-related injury, illness or death.

(4) During the term of this Contract, the City may form a city-wide labor-management committee. If such a committee is formed, Union membership shall be proportionate to the membership of each respective participating bargaining unit. City members of the committee shall not exceed the total number of union members. Once such a committee is operational it shall replace the current committee.

(5) Employees shall have the right and responsibility to report unsafe equipment and/or working conditions first to their designated person at each work location and then to a representative of the city-wide safety office.

Section 7.3. General Labor-Management Meetings.
The parties agree to continue the Joint Labor\Management Committee. The City agrees to meet with the Union upon request to discuss matters of mutual interest relating to the employees covered by this Contract. The Union shall be entitled to not more than four (4) representatives with no loss of pay to attend the meeting.

Section 7.4. Insurance Committee.
The parties agree to continue the City-wide joint labor-management insurance committee to provide a forum to discuss concerns regarding insurance. The committee will meet when the Union or the City requests such a meeting. The number of City representatives on the committee shall never exceed the total number of Union representatives.

Section 7.5. Civil Service Committee.
The Union will continue to meet with representatives of the Civil Service Commission and the Health Commissioner or designee or designee on a periodic basis to discuss matters of mutual concern.
During the term of this Contract the parties will meet to discuss specific proposals and concerns regarding transfers, layoffs, and/or promotions. Either party may bring to the bargaining table, in the bargaining of a successor contract, recommendations regarding these three (3) topics.

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 electronically, if available. 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.

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, marital status, race, color, creed, national origin, disability, sexual orientation, 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.

ARTICLE 10 - DISCIPLINARY PROCEDURE

Section 10.1. Investigation.

(A) When an Appointing Authority or designee acquires knowledge which 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 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) The investigation must be concluded within a reasonable length of time, not to exceed thirty (30) days, except for those situations set forth in Section 10.8.

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.

Said notice shall be provided to the Union as soon as practicable, but no later than thirty (30) days after the Appointing Authority or designee gained knowledge of alleged misconduct by any employee, or at the conclusion of a criminal investigation or investigation of other allegations that local, state, or federal laws or executive orders of the Mayor, have been violated, or at the conclusion of criminal proceedings if criminal charges are filed against the employee.

The Notice of Results of Investigation (i.e., Summary of Investigation) shall contain the facts surrounding the incident that was investigated.

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 ten (10) days

after notice to the Union that the investigation has been completed. 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. 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 ten (10) days after notice to the Union that the investigation has been completed.

(C) When reasonable, the Appointing Authority or designee will serve disciplinary charges to the employee by personal service. If the employee cannot reasonably be served in person, the Appointing Authority or designee may serve disciplinary charges by regular U.S. mail and certified mail to the last home address furnished by the employee(s) to the Appointing Authority or designee.

(D) Mail service shall be deemed complete three (3) days after mailing the disciplinary charges or reprimand to the employee's home address.

Section 10.4. Hearing on Disciplinary Charges.

(A) A hearing on the merits of the disciplinary charges shall be conducted by the Health Commissioner 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. The Health Commissioner's designee shall issue a decision if the discipline is an oral or written reprimand. For suspension, demotion or termination, the Health Commissioner's designee shall make a recommendation to the Board of Health or Health Commissioner.

(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, or the Health Commissioner's designee shall make a recommendation to the Board of Health or Health Commissioner within twenty (20) days of the hearing. The determination of the Board of Health or Health Commissioner regarding the recommendation shall be in writing and given to the employee, with a copy sent to the Union President, within five (5) days after the Board of Health meeting following receipt of the recommendation of the Health Commissioner's designee. The Union shall have the right to submit written materials prior to said meeting for review by the Health Commissioner and/or Board of Health.

(D) For purposes of Article 10, disciplinary action which may be taken as a result of a disciplinary hearing may be an oral reprimand or a written reprimand. Suspension and/or demotion or termination shall be issued by the Board of Health or Health Commissioner. 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. Additional continuances may be granted by mutual consent between the Health Commissioner 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 and written reprimands may be considered in connection with subsequent disciplinary action for a period of 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. After the expiration of the periods specified above, such disciplinary action shall not be used as a basis for any further disciplinary action.

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) The time constraint provisions of this Article shall not be applicable when actions of a criminal or conspiracy nature or when alleged violations of other local, state or federal laws, or Mayor's executive orders, warrants extensive investigation, or upon mutual consent of the parties.

(C) If an employee is off duty on approved or unapproved leave, the time limits for investigation, delivery of charges, hearing and results of hearing shall automatically be tolled. The parties may agree to extend any of the time lines in Article 10.

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 grievants at hearings,

(D) Counseling, performance appraisals/merit pay reviews and probationary terminations are not grievable. Oral reprimands and written reprimands shall be grievable 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.

Section 11.3. Time Limits.

(A) A grievance must be filed in writing within fourteen (14) days after the occurrence of the first event giving rise to the grievance, or within fourteen (14) 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 fourteen (14) 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 Health Commissioner 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) 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) Step 2 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 Health Commissioner or designee. The Health Commissioner 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 Health Commissioner or designee shall give a written answer to the employee and the Local Union President within ten (10) days after the Step 2 hearing.

Step 2. (2) Step 2 Meetings for Disciplinary Grievances. In disciplinary cases, a grievance must be filed at Step 2 by the Union within fourteen (14) days of the Hearing Officer's decision issued pursuant to Section 10.4 of this Contract. The Health Commissioner 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 Health Commissioner 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 Health Commissioner or designee of its intent to submit the grievance to arbitration.

(2) Subsequent to the submission of the request for arbitration to the Health Commissioner, the Union shall request that the Federal Mediation and Conciliation Service submit a panel of seven (7) names who reside in the State of Ohio to the Union and the Health Commissioner, from which a single arbitrator shall be selected. Each party shall have the right to reject an entire panel once per arbitration. The party rejecting the panel shall be responsible for the cost of the second panel and requesting the second panel. Upon receipt of that panel, the parties will meet within five (5) days to select the arbitrator by alternately striking names from such panel until one name remains, that person to be appointed as arbitrator for purposes of the specific grievance involved. The first party to strike a name in the selection process shall be determined by a flip of a coin. 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.

(3) The arbitrator shall be notified of his/her selection by a joint letter from the Health Commissioner 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.

(4) 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.

(D) 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, Floating Chief Stewards and Alternates. This list shall be furnished to the Health Commissioner 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 Floating Chief Steward or other Union representative authorized to act in the place of the Chief Steward as provided in Article 6 (Alternate 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. 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 Department-Wide Application. A grievance with department-wide application (i.e., involving a matter or issue of repetitive or general application) that may affect bargaining unit employees in different program areas 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 department-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).

(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.

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 which are abnormal to the place of employment shall not be deemed a strike. The Union or an employee may file a grievance at Step 3 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.

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.

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 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.

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; or

(3) A reallocation of a position as approved by the Civil Service Commission.

(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 13.3. This only applies to the employee granted the position.

(C) Employees must be in Active Status, on Holiday leave, Personal Business Day leave, Vacation Leave, Sick Leave, Jury Duty, Examination Leave, Court Leave, Disaster Leave, Living Organ Donor Leave, FMLA Leave, or Military Leave, as defined within the collective bargaining agreement, to be eligible to accept an offer to fill a vacancy.

Section 13.4. Seniority List.
The City will provide the Union with a seniority list of all employees of the bargaining unit as maintained by the Civil Service Commission upon request. Such list shall be provided as soon as practicable after receiving the Union's request. Seniority lists shall contain the name, job classification, 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 which 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.

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 14.1 is not to be construed as requiring the assignment of transitional return to work in any case, but only that reasonable efforts to do so will be made. This will be done in accordance with the following:

(A) During the time an employee is in a transitional return to work program, the employee will be assigned duties which the employee is capable of performing based upon the recommendation of the employee's attending physician. Such assignment shall not exceed ninety (90) days. Duties will be reviewed 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 including 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 26.8.

(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.

(F) If applicable, any working out of class assignments, consistent with this Section 14.2, shall be paid in accordance with Section 26.6.

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 of 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) 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 lay off.

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.

(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.

(E) In the event more than one employee in a classification is to be reassigned to vacant or newly created positions in that classification as a result of a reorganization of work which does not result in a reduction of the number of full-time employees in the Health Department, the vacant or newly created positions into which employee will be reassigned shall be offered to the employees designated for reassignment. The position shall be awarded to the effected employees (in order of seniority) provided the employee has the qualification for the position. In the event the most senior employee is not qualified, the position shall be awarded to the more senior effected employee who is eligible to hold the position.

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.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

Section 16.1. Normal Workweek and Workday.
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.

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), the Health Commissioner or designee and two representatives from the Department 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 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 unless they are of a permanent nature, except as provided elsewhere in this Article 16.

(4) Employees affected by any changes in work schedules 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 change. Reassignment of employees to new or revised work schedules 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 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 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 actually worked beyond the employee's regular shift provided the employee has completed eight (8) (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. 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.

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 new hires, transferees, and those employees returning to the reporting location from an extended leave

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 electronically or within the employee's work area. The overtime equalization list will be updated each pay period.

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 beyond their regular quitting time shall receive a fifteen (15) minute rest period before they start to work on the extended shift. 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. 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 Procedures.
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 16.9 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. Employees shall be required to contact their respective immediate supervisors by calling the City phone number provided by the supervisor.

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 hours.

(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 and who has an unused compensatory time account balance to his/her credit shall be paid such account balance upon separation. 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.

(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 Program 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.

Section 16.12. Alternate Work Schedules.

(A) Alternate Work Schedules.

(1) Where alternative work schedules require the employees to work forty (40) hours in more than five (5) consecutive days the employee will be paid a pay differential of sixty cents ($0.60) per hour over the regular rate for all hours in the eighty (80) hour pay period.

(2) Full-time employees will be scheduled to work forty (40) hours during each workweek. If an employee works more than forty (40) hours in a week, overtime pay will apply according to Article 16.3.

(3) Employees working an alternate work schedule will select their hours of work for their division, program or clinic with the most senior employee in the classification selecting first and the least senior employee in the classification selecting last. Specialized skill and qualification requirements will be considered in skilled program areas where needed. If time slots are not filled, the employer may assign the work schedule by assigning the least senior employee through the most senior employee in the classification until all schedules are filled.

(4) These alternative work schedules will have no impact on City recognized holidays. When holidays occur on a day that is a scheduled workday, the employee will be off work on the holiday, or will be paid for that holiday, per Article 17 of this bargaining contract, plus extra pay as agreed to in the bargaining contract.

(5) When a holiday occurs on an employee’s regular day off (i.e. Monday or Tuesday), the employee will receive an alternate day off for his/her holiday, per Article 17.

(B) Alcohol And Drug Abuse Program.

(1) The job classifications of the Alcohol and Drug Abuse Program that could be affected by this program scheduling are:

Alcohol and Drug Abuse Counselor
Office Assistant I
Outreach Worker
Fiscal Assistant II

(2) To better serve our clients and provide effective counseling and education services, it is important for staff to work an alternative work schedule that will include evening and Saturday hours. This scheduling addresses the needs of program clients who are working day-time hours and concerns of the Department's funders.

Voluntary sign-ups for Saturday schedules will be offered first by seniority. If less than the required number of employees fills the schedule, employees shall be mandated by use of the seniority lists in reverse order. If an employee selects to work a Saturday for a quarter, he/she may choose to flex any equivalent number of hours within his/her regularly scheduled work week to cover the Saturday shift, with approval of the Supervisor.

(3) The scheduling, for Counselors and support staff, may require alternative hours, which may include but are not limited to:

Four (4) nine (9) hour days and one (1) four (4)hour day
Four (4) nine and one-half (9½) hour days and one (1) two (2) hour day
Four (4) ten (10) hour days
Five(5) eight (8) hour days

To extend coverage in the Alcohol and Drug Abuse Program the counselors will work one or two evenings a week until 9:00 p.m., and the Support Staff will work one evening a week until 8:00 P.M. The Saturday schedule for Counselors will be for a continuous three- (3) month period for treatment services. The Counselors will work Saturday no later than 12:30 P.M. One Support Staff will be scheduled to work each Saturday, not later than 12:30 P.M., although no individual will work more than one (1) Saturday per pay period. Volunteer sign-ups for evenings and Saturdays will be done quarterly three months in advance of the duty date. Volunteer sign-ups will be offered by seniority as set forth above in paragraph (2).

(4) The Saturday schedule for Alcohol and Drug Abuse Counselors and Support Staff will follow the calendar year, and sign up for Saturdays will be done quarterly, three (3) months in advance of the duty dates. Saturday scheduling will be done by using voluntary sign-ups according to seniority. Grants or specialized services may require a specific gender or race/ethnicity to act as Counselor. When this is required, sign up will be according to classification seniority within gender or race/ethnicity.

(5) When a holiday occurs on an employee's regular day off (i.e. Monday or Tuesday), the employee will receive an alternate day off for his/her holiday, per Article 17.

(6) The written Saturday schedule will be followed, unless there are extraordinary circumstances agreed to by Local 2191 and management. Employees working the Saturday schedule will be allowed an approved on-going work schedule to

accumulate forty (40) hours in up to a six (6) day workweek. Unforeseeable emergency absences may necessitate changes to fully staff counseling sessions.

(7) Employees working the Saturday schedule will be paid a pay differential of sixty cents ($.0.60) per hour over the regular hourly rate for all hours in paid status during the pay period in which they assumed the six (6) day schedule.

(8) The Health Commissioner or designee will provide the employee with the program schedule thirty (30) days in advance.

(9) If it is required to use an employee for more than one three- (3) month Saturday schedule in a calendar year, the employee will receive overtime or compensatory time pay, according to Article 16, for working the additional Saturdays.

(C) Communicable Disease Prevention & Immunization Team.

(1) The job classifications of the Immunizations and Communicable Disease program that could be affected by this program scheduling are as follows:

Public Health Nurse
Outreach Worker
Office Assistant I
Office Assistant II
Disease Intervention Specialist I

(2) The hours of work may range from 7:30 a.m. to 7:30 p.m., and alternative work scheduling will be maintained within forty (40) hour work week.

(3) Parameters for the permanent work schedule include the following:

A full time employee's work/pay period would consist of alternative hours to allow for staffing of extended clinic hours on evenings and Saturdays.

Examples of weeks include:

i. (a) Five (5) eight (8) hour days;
(b) Four (4) nine (9) hour days and one (1) four (4) hour day
(c) Four (4) ten (10) hour days

Voluntary sign-ups for Saturday schedules will be offered first by seniority. If less than the required number of employees fills the schedule, employees shall be mandated by use of the seniority lists in reverse order. If an employee selects to work a Saturday, he/she may choose to flex any equivalent number of hours within his/her regularly scheduled work week to cover the Saturday shift with the Supervisor's approval.

(4) Scheduling is set forth for both full-time and part-time employees and will be completed at least two (2) weeks in advance, unless for emergency changes. The employees of this workgroup will provide direct input into the scheduling process of this program. Rotations of employees, if necessary (i.e. due to lack of coverage of a clinic), will be scheduled using seniority in determining who will work the required coverage. No outside staff will be utilized to perform bargaining unit work.

(5) When a holiday occurs on an employee's regular day off (i.e. Monday or Tuesday),

the employee will receive an alternate day off for his/her holiday, per Article 17.

(6) Employees working the Saturday schedule will be paid a pay differential of sixty cents ($0.60) per hour over the regular hourly rate for all hours in paid status during the pay period in which he/she assumed the six (6) day Saturday schedule.

(D) Sexual Health Clinic.

(1) The job classes/positions of the Sexual Health Team that could be affected by this program scheduling are:

Public Health Nurse
Laboratory Assistant
Medical Assistant
Medical Technologist
Office Assistant II
Disease Intervention Specialist I
Licensed Practical Nurse
Public Health Nurse Assistant Supervisor
Social Worker

(2) The scheduling for the Clinic may require hours of the above classifications to extend coverage in the STD Clinic on Tuesday until 8:00 p.m. As with current daytime hours, the last patient's intake and examinations will conclude prior to the end of the employee's scheduled quitting time.

(E) WIC Program.

(1) The job classifications/positions affected by this program schedule are:

Dietitian
Dietetic Technician
Office Assistant II

(2) The scheduling will require flexing hours of the above classifications to extend coverage hours in the WIC clinics. Employees working in clinics scheduled to work four (4) nine (9) hour days and one (1) four (4) hour day Monday through Friday will work every Tuesday evening until 7:00 p.m. Floater staff will work every Tuesday evening until 7:00 p.m. These clinic hours of operation will remain constant unless a significant operation/client issue requires a change. If such changes are needed, management will discuss and seek agreement with the Union, in advance of an operational change.

(3) The staffing levels for each clinic or health centers will be determined by using a client utilization formula agreed upon by management and the Union. The ratio of client caseload to FTEs (full-time equivalent employees) will be recalculated three (3) times a year. The reallocation of staff resources to the clinic assignments based on the staffing formula will then be made. Adjustment to staffing assignments will be done with thirty (30) days notice to employees prior to schedule changes. Caseload figures from State reports that will affect staffing changes will be available to the Union prior to any staffing changes.

If a reallocation of staff to clinic assignment is necessary, any employee in a clinic where reallocation is required may voluntarily sign up to fill any open position/hours in an employee's classification at any clinic affected by reallocation including the

employee's home clinic. The voluntary sign up will be offered by seniority. If an insufficient number of employees volunteer for the new position/hours, then the least senior staff in the affected classification at the affected clinic that needs realigned will be assigned.

Employees working in clinics that are not experiencing a reallocation shall not be entitled to voluntary sign up for any open position/hours in other clinics.

(4) Employees will select the location of their home clinic or health center assignments. Assignments will be made based on employee selection by seniority for each separate classification. If an employee's hours are split between two (2) or more clinics or health centers, their home clinic and base hours of work will be determined by the location of the majority of their weekly hours; except for floaters who will maintain a four (4) nine (9) hour days and one (1) four (4) hour day schedule.

(5) Each full-time employee will be scheduled to work forty (40) hours during each week Monday through Friday. When a holiday occurs during a week, holiday pay will be paid as follows: those employees working four (4) nine (9) hour days and a four (4) hour day will receive the holiday off (or one day) paid at nine (9) hours holiday pay, per Article 17.

ARTICLE 17 – HOLIDAYS

Section 17.1. Holidays.
The holidays observed by the City and for which full-time employees are to be compensated shall be as follows:

New Year's Day, January 1
Martin Luther King Day, the third Monday in January
Washington's Birthday, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Thanksgiving Day, the fourth Thursday in November
Christmas Day, December 25
Any other holidays proclaimed by the Mayor

Employee's Birthday. If the employee's birthday falls on an above-named holiday, the employee shall be granted and compensated for one additional holiday. The Appointing Authority shall allow the employee to take his/her birthday holiday 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 holiday 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 holiday, for the purpose of this Section 17.1, shall be considered as February 28 unless otherwise authorized by the Appointing Authority.

Section 17.2. When Holidays Are Observed.
When a holiday falls on the first day of an employee's regularly scheduled days off, it shall be celebrated on the previous day; when a holiday falls on the second day of an employee's regularly scheduled days off, it shall be celebrated on the following day, except that at the time of a shift change which necessitates more

than a two (2) day weekend, a holiday which falls on either of the first two (2) days shall be celebrated on the last previous workday, and a holiday which falls on any other day of such weekend shall be celebrated on the next subsequent workday.

Section 17.3. Holiday Pay and Holidays During Vacation Periods.
For each holiday observed (including the employee's birthday), a full-time employee will be excused from work with pay on such day at the discretion of the Appointing Authority. If one (1) of the holidays mentioned in Section 17.1 above occurs while an employee is on vacation leave, such day shall not be charged against vacation leave. Non-full-time employees will only be compensated for time actually worked on holidays.

Section 17.4. Extra Pay for Work on a Holiday.
When a full-time employee working a forty (40) hour workweek works on a day celebrated as an eight (8) hour holiday, in addition to his/her regular eight (8) hour holiday pay, he/she shall be paid at the rate of time and one-half for the first eight (8) hours worked. For time worked in excess of eight (8) hours on such holiday, he/she shall be compensated at the rate of time and one-half, unless the holiday worked falls on the second day of the employee's regularly scheduled days off, in which case he/she shall be compensated at the double-time rate.

Section 17.5. Eligibility Requirements for Holiday Pay.
Except as set forth below, to be eligible for holiday pay, an employee must have worked, been on vacation, military leave, compensatory time or sick leave on the full workday before and the full workday after the holiday, in addition to the full holiday if the employee is scheduled to work on the holiday as his/her regularly scheduled day or for overtime. The day before refers to the employee's last regularly scheduled workday. The day after refers to the regularly scheduled workday following the day on which the holiday is celebrated. Employees returning from an extended illness the day after a holiday shall receive holiday pay.

Section 17.6. Religious Holy Days.
An employee may charge religious holy days with the approval of the Appointing Authority to either (1) vacation, (2) earned compensatory time, (3) personal leave without pay or (4) a regular day off which he/she is allowed to work.

Section 17.7. Holiday Pay for Alternative Work Schedules.

(A) If an Appointing Authority maintains the alternative work schedule on a holiday week, the employee will be paid holiday pay for the hours of his/her regular scheduled shift. However, the Appointing Authority may adjust the work schedule for the holiday week. If so, then the employee will only receive eight (8) hours of holiday pay.

(B) Current employees working under an alternative work schedule at the time this Contract is signed will continue to be paid holiday pay for the employee's regular scheduled shift.

ARTICLE 18 - PERSONAL BUSINESS DAY

Each bargaining unit member shall receive one (1) eight (8) hour Personal Business Day per vacation year as defined in Section 19.1 to conduct personal business that cannot be conducted outside of the regular workday. Part-time regular employees shall receive four (4) hours of leave annually. 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 Personal Business Day cannot be used the workday before or the workday after a holiday. The use of this Personal Business Day is subject to the usual operational need requirement. Effective with the beginning of the vacation year following acceptance of this Agreement, each full-time bargaining unit member shall receive

two (2) 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.

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:

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

(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:

Years of Total City Service	Maximum Vacation Balances
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 Board of Health 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.

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 (13) 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, provided that once a vacation leave is approved, a more senior employee may not cancel a less senior employee's vacation.

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. Said payment shall be made by using the

employee's hourly rate in effect at the time of death.

ARTICLE 20 - SICK LEAVE

Section 20.1. Current Year 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, 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.

(4) Quarantine because of a 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 an 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, 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.

(B) Any leave which is granted under this Article 20 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 year limitation for the length of an FMLA leave.

(C) Any employee scheduled to work on a holiday, designated in Article 17 of this Contract, who reports sick shall be charged the number of sick leave hours appropriate for his/her workday for the holiday, and further shall be ineligible for holiday pay under the provisions of Section 17.5 of this Contract. 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 this 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.

(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 more than three (3) 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 payroll year, provided such employee was entitled to sick leave benefits during all of the twenty-six pay periods of the previous year and is in paid status or on authorized leave without pay, based on the following calculation table:

CASH BENEFIT CALCULATION TABLE

Hours of Sick Leave Taken (New Sick Accrual or Old Bank)	Cash Benefit Hours Allowed
0-8	48
9-16	40
17-24	32
25-32	24
33-40	16
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 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 payroll year. The payment will be calculated at the employee's hourly rate in effect as of the final pay period of the payroll year preceding payment. The period to be utilized in calculating sick leave reciprocity benefits shall be the payroll 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 payroll year upon the written notification to the Appointing Authority.

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.

(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.

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 20.7.

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 20.7. 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 20.8. 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.

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 fifteenth (15th) day of accident or illness for a maximum of twenty-six (26) weeks per disability per calendar year.

Section 21.2. Application Procedure and Deadlines.
The proper forms must be submitted to the City, through the Department Human Resources 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.
Disability benefits shall be based on eighty one percent (81%) 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 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-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 year 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 entitlement 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 insurances shall continue uninterrupted until the employee is no longer on the disability program.

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 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.

Section 22.2. Deadline for Reporting Injury.
Injuries, both original and recurrent, must be reported to the employee's immediate supervisor no more than two (2) working days after such injury occurs.

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 22.5. Determination by Director of Human Resources and Related Limitations and Procedures.

(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 Division and Return to Work Notification. An employee on injury leave shall maintain biweekly contact with the division personnel officer or designee during the period of time he/she is injured. This requirement may be modified in writing by the personnel officer for extended leaves. 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.

(E) Forty (40) Day Fitness Hearing. After forty (40) work days, 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 nor also 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.

(I) 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) 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 22. Such a grievance shall be filed at Step 2 of the grievance procedure.

Section 22.7. Use of Other Leaves Pending Decision on Injury Leave.
Pending a decision 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 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 22.8. 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, 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 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 22.9. Continuation of Benefits While on Injury Leave.
While an employee is on approved injury leave with pay, sick leave entitlement, 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, 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 sixty (60), fifty (50), or forty (40) workdays, whichever is applicable), 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 to effectuate payment to the City.

Section 22.11. 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 22.12. 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.

ARTICLE 23 - SPECIAL LEAVE WITH PAY

Section 23.1. Military Leave.

(A) Full-time employees who are members of the Ohio National Guard, U.S. Air Force Reserve, U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Naval Reserve or U.S. Coast Guard Reserve shall be granted military leave of absence with pay when ordered to temporary active duty (e.g. active duty for training or annual training) for a period or periods not to exceed twenty-two (22) eight (8) hour work days (176 hours), whether or not consecutive, during each calendar year. Active duty does not include inactive duty training (e.g. unit training assemblies). 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 Section 23.1.

(C) The City shall comply with all applicable Federal and State laws, and any City ordinances relating to the granting of military leave and reinstating employees upon the conclusion of said leave.

Section 23.2. Jury Duty Leave.

(A) Full-time employees 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 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 an employee receives notice for jury duty in any court of record of Franklin County, Ohio, or in any adjoining county, he/she shall present such notice to his/her immediate supervisor. A copy will be made of the notice and filed and recorded in the employee's personnel file.

(1) When notified by the court to report for jury duty on a day certain, a time report shall be completed and signed by the assignment commissioner or appropriate court official for each day during jury service setting forth the time of arrival and departure from the court. Such record shall be presented by the employee to his/her supervisor upon return to work.

(2) When an employee is 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 their 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) and any resulting interviews within the Department of Health. 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 above 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 Health Commissioner 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 of the contract and shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave provided the employee qualifies as provided in Section 24.7.

Paid time off pursuant to the Section is subject to review of appropriate medical documentation by the Health Commissioner or designee or designee.

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;

(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 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 Armed Forces 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 active service of the Armed Forces of the United States of America or any branch thereof.

(B) Any employee, upon his/her discharge from the Armed Forces, other than a dishonorable discharge, shall be returned to the position he/she held immediately prior to his/her enlistment or induction into the Armed Forces 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 Armed Forces or his/her position will be declared vacant. Nothing contained in this Section 24.6 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 of this contract.

(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 Armed Forces, shall be determined to have been given a permanent appointment if the returning employee does not return to work within the prescribed time.

(D) The term "Armed Forces of the United States" as used in this Section 24.6 shall be deemed to include such services as designated by the Congress of the United States.

(E) Any employee who is transferred or advanced to a position by reason of a vacancy caused by an employee serving in the Armed Forces 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 Armed Forces.

(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 Armed Forces, 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 Armed Forces, 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 Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.

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

(A) Employees who have worked for the City for at least twelve (12) months, and have worked for at least 1,250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of unpaid leave per twelve (12) month period for the following:

(1) For birth of a son or daughter, and to care for the newborn child;

(2) For placement with the employee of a son or daughter for adoption or foster care. Adoption is limited to a child of eighteen (18) years of age or younger unless the child is incapable of self-care because of a physical or mental disability;

(3) To care for the employee's spouse, child or parent with a serious health condition;

(4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

(B) For the purposes of Section 24.7(A):

(1) FMLA leave shall be granted for an employee's "spouse" as defined by Ohio law (i.e., unmarried domestic partners are not included). If both spouses are working for the City, their total leave in any twelve (12) month period shall be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or adoption of a child or to care for a sick parent.

(2) "Child" means a child either under eighteen (18) years of age or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day

responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.

(3) "Parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law."

(4) An employee's right to leave for the birth or adoption of a child ends twelve (12) months after the child's birth or placement with the employee.

(5) The City retains the option of choosing a uniform method to compute the twelve (12) month period, including a rolling twelve (12) month period measured backward from the date leave is used.

(6) The City retains the right to require written documentation of the family relationship, when applicable.

(C) For the purposes of Sections 24.7(A)(3) and (4), a "serious health condition" means an illness, injury, impairment or a physical or mental condition that involves:

(1) Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical facility;

(2) Any period of incapacity requiring absence from work, school or other regular daily activities of more than three (3) calendar days, and that also involves continuing treatment by (or under the supervision of) a health care provider; or

(3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or a long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or

(4) Prenatal care by a health care provider.

(D) Employees may take FMLA leave intermittently or on a reduced leave schedule only when medically necessary because of the employee's own serious health condition or the serious health condition of the employee's spouse, child or parent. If leave is requested on this basis, however, the City may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

(E) Upon return from FMLA leave, the employee shall be returned to the position held prior to the leave or an equivalent position.

(F) The City shall maintain health insurance benefits for the duration of FMLA leave at the level and under the same conditions (including employee premium contributions) and coverage that would have been provided if the employee had continued in active work status for the duration of the leave.

(G) During an unpaid FMLA leave, 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 as provided in Paragraph (F) immediately above.

(H) All accrued sick leave benefits must be utilized for any FMLA leave taken for any reason, which qualifies for sick leave under Article 20 of this Contract. All accrued vacation leave benefits must be substituted for all or part of any unpaid FMLA leave taken after sick leave benefits have first been exhausted or for any FMLA leave for which sick leave is not applicable.

(I) The following notice and scheduling requirements shall apply to FMLA leave requests, unless the FMLA leave is being charged to sick or vacation leave, in which case the notice requirements for sick leave in Article 20 or for vacation leave in Article 19 of this Contract shall apply.

(1) Employees must give thirty (30) days notice to the City before taking FMLA leave, if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee must notify the City as soon as is practicable (normally no later than twenty-four (24) hours after the need for the leave becomes known).

(2) If an employee has actual notice of the notice requirement stated in 24.7(I)(1) above (this requirement of actual notice is fulfilled by posting a notice at the worksite), and fails to provide the City with thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the City may deny the taking of leave until at least thirty (30) days after the employee provides notice.

(3) Employees shall provide at least verbal notice sufficient to make the City aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave. The City may inquire further of the employee when additional information is needed to determine whether FMLA leave is to be taken.

(4) If an employee takes leave based on the serious health condition of the employee or to care for a family member, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt the City's operation. If an employee does not initiate discussions with the City to attempt to arrange a mutually agreeable treatment schedule, the City may initiate such discussions and require the employee to attempt to make such arrangements, subject to the approval of the health care provider.

(J) The following medical certification requirements shall apply to FMLA leave requests:

(1) Employees who request leave because of their own serious health condition or the serious health condition of a covered family member shall be required to provide a certification issued by the health care provider of the employee or the employee's family member on a form acceptable to the Health Commissioner or designee in accordance with Department of Labor regulations. For the employee's own medical leave, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the employee is unable to perform the functions of the employee's position, and a statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency, and duration of treatment). For leave to care for a seriously ill child, spouse or parent, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the patient requires assistance for basic medical, hygiene, nutritional needs, safety or transportation, or that the employee's presence or assistance would be beneficial or desirable for the care of the family member, and an estimate of the amount of time the employee is needed to provide care.

(2) The City shall give employees requesting FMLA leave written notice of the

requirement for medical certification.

(3) In its discretion, the City may require a second medical opinion and periodic re-certification at its own expense. If the first and second opinions differ, the City, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the employee and the City.

(4) Employees must provide the requested certification to the City within the time frame requested by the City, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. The City must allow at least fifteen (15) calendar days after the City's request for certification.

(5) In most cases, the City shall request that an employee furnish certification from a health care provider at the time the employee requests leave or soon after the leave is requested or in the case of unforeseen leave, soon after the leave commences. The City may request certification or re-certification at some later date if the City has reason to question the appropriateness of the leave or its duration, if circumstances have changed significantly or if any extension of the leave is requested. If the City believes the certification is incomplete, it shall notify the employee and allow an opportunity to correct the deficiency. In the case of a complete certification, which is unclear, the City's health care provider may, with the employee's permission, contact the employee's health care provider to clarify and authenticate the certification.

(6) Certification shall be submitted using a form approved by the Health Commissioner for use by employees consistent with the FMLA.

(7) All employees who take FMLA leave because of their own serious health condition shall be required to provide medical certification of their fitness to report back to work. The City may seek fitness for duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave.

(K) The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. An FMLA leave will not be granted to permit an employee to accept gainful employment elsewhere, including self-employment. If an employee gives unequivocal notice of intent not to return, the City's obligations under FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee cease.

(L) Leaves that are granted under any other provision of this Contract or under State law, whether paid or unpaid, including sick, disability and injury leave as provided in Articles 20, 21 and 22, respectively, for purposes which are covered under the Family Medical Leave Act, shall be charged as FMLA Leave and shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave.

(M) The City, in its discretion, may implement the FMLA consistent with the foregoing provisions of this Section 24.7 and in accordance with any Department of Labor regulations, which may be in effect from time to time.

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

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

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

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 consuming or possessing alcohol in violation of this Article; or 2) is possessing, using or under the influence of illegal drugs; or 3) is abusing prescription drugs, the City shall require the employee to submit to drug and alcohol testing.

Testing procedures will be comparable to those set forth in Federal regulations governing drug and alcohol testing for CDL holders; except as follows. An employee with an alcohol level of .04 to .06 shall be relieved of duty but the result will not be considered positive. Alcohol levels of higher than .06 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 in effect on April 1, 2002.

(C) Post-Accident Testing. All employees, while driving a City vehicle, who are involved in a vehicular accident where any of the following occur:

(1) A fatality; or
(2) The employee receives a citation and the City vehicle is disabled and requires a tow; or

(3) The employee receives a citation and someone involved in the accident requires off-site medical treatment.

shall be required to submit to drug and alcohol testing under the procedures for reasonable suspicion drug and alcohol testing set forth in Section 25.3 below.

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, and after a positive test result, an employee must take a return-to-duty test and test negative. An employee shall be subject to follow-up testing for one (1) year.

(B) Any employee who voluntarily requests drug and/or alcohol education and/or treatment shall not be disciplined in connection with that request, if the request is done prior to selection for random testing.

(C) Failure to cooperate and 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 that has completed his/her initial probationary period who tests positive the first time will not be disciplined for the positive result, provided that said employee (1) seeks treatment under the EAP program; (2) signs authorization for the EAP to release specific information to the City related to the employee's compliance with EAP; and (3) complies with all EAP recommendations. Additionally, the employee may be disciplined for other work rule or policy violations in connection with that positive result or for failure to comply with EAP or his/her own provider's (as defined herein) recommendations. A second positive drug or alcohol test shall result in discipline up to and including termination of employment.

(E) Any employee who tests between .04 - .06 of alcohol shall be relieved of duty for the remainder of his/her scheduled work day, but may elect to use vacation leave or compensatory time to cover this absence.

(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.

ARTICLE 26 - WAGE AND COMPENSATION PLAN

Section 26.1. General Pay Plan.

(A) Pay Ranges/Grades and Rates of Pay.

(1) Effective at the beginning of the pay period which includes April 1, 2011, the following pay ranges and hourly rates of pay are hereby established as the "Existing 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.

2%

Pay Range	A	0	1	2	3	4	5
			STEPS				
5	$10.62	$10.94	$11.59	$12.25	$12.91	$13.58	$14.19
6	$11.94	$12.32	$12.98	$13.63	$14.28	$14.93	$15.60
7	$12.18	$12.56	$13.18	$13.84	$14.48	$15.15	$15.78
8	$12.39	$12.77	$13.42	$14.05	$14.74	$15.37	$16.01
9	$12.59	$12.98	$13.63	$14.29	$14.94	$15.61	$16.24
10	$12.86	$13.26	$13.91	$14.55	$15.18	$15.84	$16.48
11	$13.08	$13.49	$14.15	$14.81	$15.46	$16.15	$16.76
12	$13.37	$13.79	$14.44	$15.09	$15.73	$16.36	$17.03
13	$14.01	$14.44	$15.09	$15.74	$16.39	$17.05	$17.73
14	$14.32	$14.76	$15.40	$16.07	$16.71	$17.37	$17.93
15	$14.63	$15.09	$15.73	$16.36	$17.03	$17.71	$18.31
16	$14.99	$15.45	$16.13	$16.75	$17.41	$18.04	$18.76
17	$15.35	$15.83	$16.45	$17.12	$17.78	$18.42	$19.02
18	$16.38	$16.87	$17.50	$18.23	$18.85	$19.49	$20.11
19	$16.84	$17.38	$18.00	$18.60	$19.34	$19.97	$20.62
20	$17.25	$17.79	$18.43	$19.06	$19.68	$20.33	$20.98
21	$17.68	$18.24	$18.86	$19.52	$20.16	$20.78	$21.44
22	$17.94	$18.49	$19.17	$19.82	$20.52	$21.13	$21.79
23	$18.40	$18.97	$19.62	$20.27	$20.92	$21.58	$22.26
24	$18.91	$19.49	$20.11	$20.77	$21.42	$22.06	$22.71
25	$19.48	$20.07	$20.70	$21.37	$21.99	$22.66	$23.30
26	$20.03	$20.66	$21.28	$21.94	$22.60	$23.23	$23.84
27	$20.57	$21.21	$21.84	$22.48	$23.12	$23.77	$24.41
28	$21.12	$21.78	$22.41	$23.07	$23.73	$24.38	$25.02
29	$21.68	$22.35	$23.00	$23.66	$24.30	$24.94	$25.59
30	$22.29 - $25.62	$22.98 - $26.41	$23.64 - $27.18	$24.25 - $27.90	$24.91 - $28.61	$25.54 - $29.36	$26.16 - $30.06
31	$25.45 - $26.68	$26.24 - $27.51	$26.87 - $28.26	$27.52 - $28.97	$28.18 - $29.71	$28.87 - $30.41	$29.50 - $31.14
32	$27.10 - $28.47	$27.93 - $29.35	$28.59 - $30.07	$29.27 - $30.82	$29.96 - $31.59	$30.62 - $32.30	$31.28 - $33.03
33	$28.20 - $29.62	$29.07 - $30.54	$29.73 - $31.28	$30.41 - $32.07	$31.12 - $32.83	$31.83 - $33.58	$32.50 - $34.29
34	$29.33 - $30.76	$30.22 - $31.72	$30.93 - $32.49	$31.60 - $33.27	$32.30 - $34.03	$32.99 - $34.81	$33.68 - $35.59

(2) Effective at the beginning of the pay period which includes April 1, 2012, the following pay ranges and hourly rates of pay are hereby established as the "Existing 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.

2%

Pay Range	A	0	1	2	3	4	5
			STEPS				
5	$10.83	$11.16	$11.82	$12.50	$13.17	$13.85	$14.47
6	$12.18	$12.57	$13.24	$13.90	$14.57	$15.23	$15.91
7	$12.42	$12.81	$13.44	$14.12	$14.77	$15.45	$16.10
8	$12.64	$13.03	$13.69	$14.33	$15.03	$15.68	$16.33
9	$12.84	$13.24	$13.90	$14.58	$15.24	$15.92	$16.56
10	$13.12	$13.53	$14.19	$14.84	$15.48	$16.16	$16.81
11	$13.34	$13.76	$14.43	$15.11	$15.77	$16.47	$17.10
12	$13.64	$14.07	$14.73	$15.39	$16.04	$16.69	$17.37
13	$14.29	$14.73	$15.39	$16.05	$16.72	$17.39	$18.08
14	$14.61	$15.06	$15.71	$16.39	$17.04	$17.72	$18.29
15	$14.92	$15.39	$16.04	$16.69	$17.37	$18.06	$18.68
16	$15.29	$15.76	$16.45	$17.09	$17.76	$18.40	$19.14
17	$15.66	$16.15	$16.78	$17.46	$18.14	$18.79	$19.40
18	$16.71	$17.21	$17.85	$18.59	$19.23	$19.88	$20.51
19	$17.18	$17.73	$18.36	$18.97	$19.73	$20.37	$21.03
20	$17.60	$18.15	$18.80	$19.44	$20.07	$20.74	$21.40
21	$18.03	$18.60	$19.24	$19.91	$20.56	$21.20	$21.87
22	$18.30	$18.86	$19.55	$20.22	$20.93	$21.55	$22.23
23	$18.77	$19.35	$20.01	$20.68	$21.34	$22.01	$22.71
24	$19.29	$19.88	$20.51	$21.19	$21.85	$22.50	$23.16
25	$19.87	$20.47	$21.11	$21.80	$22.43	$23.11	$23.77
26	$20.43	$21.07	$21.71	$22.38	$23.05	$23.69	$24.32
27	$20.98	$21.63	$22.28	$22.93	$23.58	$24.25	$24.90
28	$21.54	$22.22	$22.86	$23.53	$24.20	$24.87	$25.52
29	$22.11	$22.80	$23.46	$24.13	$24.79	$25.44	$26.10
30	$22.74 - $26.13	$23.44 - $26.94	$24.11 - $27.72	$24.74 - $28.46	$25.41 - $29.18	$26.05 - $29.95	$26.68 - $30.66
31	$25.96 - $27.21	$26.76 - $28.06	$27.41 - $28.83	$28.07 - $29.55	$28.74 - $30.30	$29.45 - $31.02	$30.09 - $31.76
32	$27.64 - $29.04	$28.49 - $29.94	$29.16 - $30.67	$29.86 - $31.44	$30.56 - $32.22	$31.23 - $32.95	$31.91 - $33.69
33	$28.76 - $30.21	$29.65 - $31.15	$30.32 - $31.91	$31.02 - $32.71	$31.74 - $33.49	$32.47 - $34.25	$33.15 - $34.98
34	$29.92 - $31.38	$30.82 - $32.35	$31.55 - $33.14	$32.23 - $33.94	$32.95 - $34.71	$33.65 - $35.51	$34.35 - $36.30

(3) Effective at the beginning of the pay period which includes January 1, 2012, the following pay grades 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 A1 and implemented as described in the “GENERAL PAY PLAN IMPLEMENTATION” in Section 26.1(E).

2011															
GRADE	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**
								STEPS							
82	29.42	30.24	31.05	31.87	32.69	33.51	34.32	35.14	35.96	36.77	37.51	38.25	38.98	39.72	40.45
81	28.02	28.80	29.58	30.35	31.13	31.91	32.69	33.47	34.25	35.02	35.72	36.42	37.12	37.83	38.53
80	26.68	27.43	28.17	28.91	29.65	30.39	31.13	31.87	32.61	33.36	34.02	34.69	35.36	36.02	36.69
79	25.41	26.12	26.83	27.53	28.24	28.94	29.65	30.36	31.06	31.77	32.40	33.04	33.67	34.31	34.94
78	24.20	24.88	25.55	26.22	26.89	27.57	28.24	28.91	29.58	30.25	30.86	31.46	32.07	32.68	33.28
77	23.05	23.69	24.33	24.97	25.61	26.25	26.89	27.53	28.17	28.81	29.39	29.97	30.54	31.12	31.70
76	21.95	22.56	23.17	23.78	24.39	25.00	25.61	26.22	26.83	27.44	27.99	28.54	29.09	29.64	30.19
75	20.91	21.49	22.07	22.65	23.23	23.81	24.39	24.97	25.55	26.14	26.66	27.18	27.70	28.23	28.75
74	19.91	20.47	21.02	21.57	22.12	22.68	23.23	23.78	24.34	24.89	25.39	25.89	26.38	26.88	27.38
73	18.96	19.49	20.02	20.54	21.07	21.60	22.12	22.65	23.18	23.71	24.18	24.65	25.13	25.60	26.08
72	18.06	18.56	19.06	19.57	20.07	20.57	21.07	21.57	22.07	22.58	23.03	23.48	23.93	24.38	24.83
71	17.20	17.68	18.16	18.63	19.11	19.59	20.07	20.55	21.02	21.50	21.93	22.36	22.79	23.22	23.65
70	16.38	16.84	17.29	17.75	18.20	18.66	19.11	19.57	20.02	20.48	20.89	21.30	21.71	22.12	22.53
69	15.60	16.04	16.47	16.90	17.34	17.77	18.20	18.64	19.07	19.50	19.89	20.28	20.67	21.06	21.45
68	14.86	15.27	15.68	16.10	16.51	16.92	17.34	17.75	18.16	18.57	18.95	19.32	19.69	20.06	20.43
67	14.15	14.54	14.94	15.33	15.72	16.12	16.51	16.90	17.30	17.69	18.04	18.40	18.75	19.10	19.46
66	13.48	13.85	14.23	14.60	14.98	15.35	15.72	16.10	16.47	16.85	17.18	17.52	17.86	18.19	18.53
65	12.84	13.19	13.55	13.91	14.26	14.62	14.98	15.33	15.69	16.04	16.37	16.69	17.01	17.33	17.65
64	12.22	12.56	12.90	13.24	13.58	13.92	14.26	14.60	14.94	15.28	15.59	15.89	16.20	16.50	16.81
63	11.64	11.97	12.29	12.61	12.94	13.26	13.58	13.91	14.23	14.55	14.84	15.14	15.43	15.72	16.01
62	11.09	11.40	11.70	12.01	12.32	12.63	12.94	13.24	13.55	13.86	14.14	14.41	14.69	14.97	15.25
61	10.56	10.85	11.15	11.44	11.73	12.03	12.32	12.61	12.91	13.20	13.46	13.73	13.99	14.26	14.52

(4) Effective at the beginning of the pay period which includes April 1, 2012 the following pay grades and hourly rates of pay are hereby established as the "General Pay Plan" of this Contract. These pay grades and hourly rates of pay shall be applied to the several classes of positions as set forth in Appendix A1 and implemented as described in the “GENERAL PAY PLAN IMPLEMENTATION” in Section 26.1(E).

2%

2012															
GRADE	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**
								STEPS							
82	30.01	30.84	31.67	32.51	33.34	34.18	35.01	35.84	36.68	37.51	38.26	39.02	39.76	40.51	41.26
81	28.58	29.38	30.17	30.96	31.75	32.55	33.34	34.14	34.94	35.72	36.43	37.15	37.86	38.59	39.30
80	27.21	27.98	28.73	29.49	30.24	31.00	31.75	32.51	33.26	34.03	34.70	35.38	36.07	36.74	37.42
79	25.92	26.64	27.37	28.08	28.80	29.52	30.24	30.97	31.68	32.41	33.05	33.70	34.34	35.00	35.64
78	24.68	25.38	26.06	26.74	27.43	28.12	28.80	29.49	30.17	30.86	31.48	32.09	32.71	33.33	33.95
77	23.51	24.16	24.82	25.47	26.12	26.78	27.43	28.08	28.73	29.39	29.98	30.57	31.15	31.74	32.33
76	22.39	23.01	23.63	24.26	24.88	25.50	26.12	26.74	27.37	27.99	28.55	29.11	29.67	30.23	30.79
75	21.33	21.92	22.51	23.10	23.69	24.29	24.88	25.47	26.06	26.66	27.19	27.72	28.25	28.79	29.33
74	20.31	20.88	21.44	22.00	22.56	23.13	23.69	24.26	24.83	25.39	25.90	26.41	26.91	27.42	27.93
73	19.34	19.88	20.42	20.95	21.49	22.03	22.56	23.10	23.64	24.18	24.66	25.14	25.63	26.11	26.60
72	18.42	18.93	19.44	19.96	20.47	20.98	21.49	22.00	22.51	23.03	23.49	23.95	24.41	24.87	25.33
71	17.54	18.03	18.52	19.00	19.49	19.98	20.47	20.96	21.44	21.93	22.37	22.81	23.25	23.68	24.12
70	16.71	17.18	17.64	18.11	18.56	19.03	19.49	19.96	20.42	20.89	21.31	21.73	22.14	22.56	22.98
69	15.91	16.36	16.80	17.24	17.69	18.13	18.56	19.01	19.45	19.89	20.29	20.69	21.08	21.48	21.88
68	15.16	15.58	15.99	16.42	16.84	17.26	17.69	18.11	18.52	18.94	19.33	19.71	20.08	20.46	20.84
67	14.43	14.83	15.24	15.64	16.03	16.44	16.84	17.24	17.65	18.04	18.40	18.77	19.13	19.48	19.85
66	13.75	14.13	14.51	14.89	15.28	15.66	16.03	16.42	16.80	17.19	17.52	17.87	18.22	18.55	18.90
65	13.10	13.45	13.82	14.19	14.55	14.91	15.28	15.64	16.00	16.36	16.70	17.02	17.35	17.68	18.00
64	12.46	12.81	13.16	13.50	13.85	14.20	14.55	14.89	15.24	15.59	15.90	16.21	16.52	16.83	17.15
63	11.87	12.21	12.54	12.86	13.20	13.53	13.85	14.19	14.51	14.84	15.14	15.44	15.74	16.03	16.33
62	11.31	11.63	11.93	12.25	12.57	12.88	13.20	13.50	13.82	14.14	14.42	14.70	14.98	15.27	15.56
61	10.77	11.07	11.37	11.67	11.96	12.27	12.57	12.86	13.17	13.46	13.73	14.00	14.27	14.55	14.81

(5) Effective at the beginning of the pay period which includes April 1, 2013 the following pay grades and hourly rates of pay are hereby established as the "General Pay Plan" of this Contract. These pay grades and hourly rates of pay shall be applied to the several classes of positions as set forth in Appendix A1. Appendix A will cease to exist.

2.5%

2013															
GRADE	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**
								STEPS							
82	30.76	31.61	32.46	33.32	34.17	35.03	35.89	36.74	37.60	38.45	39.22	40.00	40.75	41.52	42.29
81	29.29	30.11	30.92	31.73	32.54	33.36	34.17	34.99	35.81	36.61	37.34	38.08	38.81	39.55	40.28
80	27.89	28.68	29.45	30.23	31.00	31.78	32.54	33.32	34.09	34.88	35.57	36.26	36.97	37.66	38.36
79	26.57	27.31	28.05	28.78	29.52	30.26	31.00	31.74	32.47	33.22	33.88	34.54	35.20	35.88	36.53
78	25.30	26.01	26.71	27.41	28.12	28.82	29.52	30.23	30.92	31.63	32.27	32.89	33.53	34.16	34.80
77	24.10	24.76	25.44	26.11	26.77	27.45	28.12	28.78	29.45	30.12	30.73	31.33	31.93	32.53	33.14
76	22.95	23.59	24.22	24.87	25.50	26.14	26.77	27.41	28.05	28.69	29.26	29.84	30.41	30.99	31.56
75	21.86	22.47	23.07	23.68	24.28	24.90	25.50	26.11	26.71	27.33	27.87	28.41	28.96	29.51	30.06
74	20.82	21.40	21.98	22.55	23.12	23.71	24.28	24.87	25.45	26.02	26.55	27.07	27.58	28.11	28.63
73	19.82	20.38	20.93	21.47	22.03	22.58	23.12	23.68	24.23	24.78	25.28	25.77	26.27	26.76	27.27
72	18.88	19.40	19.93	20.46	20.98	21.50	22.03	22.55	23.07	23.61	24.08	24.55	25.02	25.49	25.96
71	17.98	18.48	18.98	19.48	19.98	20.48	20.98	21.48	21.98	22.48	22.93	23.38	23.83	24.27	24.72
70	17.13	17.61	18.08	18.56	19.02	19.51	19.98	20.46	20.93	21.41	21.84	22.27	22.69	23.12	23.55
69	16.31	16.77	17.22	17.67	18.13	18.58	19.02	19.49	19.94	20.39	20.80	21.21	21.61	22.02	22.43
68	15.54	15.97	16.39	16.83	17.26	17.69	18.13	18.56	18.98	19.41	19.81	20.20	20.58	20.97	21.36
67	14.79	15.20	15.62	16.03	16.43	16.85	17.26	17.67	18.09	18.49	18.86	19.24	19.61	19.97	20.35
66	14.09	14.48	14.87	15.26	15.66	16.05	16.43	16.83	17.22	17.62	17.96	18.32	18.68	19.01	19.37
65	13.43	13.79	14.17	14.54	14.91	15.28	15.66	16.03	16.40	16.77	17.12	17.45	17.78	18.12	18.45
64	12.77	13.13	13.49	13.84	14.20	14.56	14.91	15.26	15.62	15.98	16.30	16.62	16.93	17.25	17.58
63	12.17	12.52	12.85	13.18	13.53	13.87	14.20	14.54	14.87	15.21	15.52	15.83	16.13	16.43	16.74
62	11.59	11.92	12.23	12.56	12.88	13.20	13.53	13.84	14.17	14.49	14.78	15.07	15.35	15.65	15.95
61	11.04	11.35	11.65	11.96	12.26	12.58	12.88	13.18	13.50	13.80	14.07	14.35	14.63	14.91	15.18

(B) The Existing Pay Plan shall be applied in the following manner:

(1) All employees will be paid at Step A during their first year of continuous service, except as otherwise described in Section 26.2(B). This provision will end with the close of the twenty-sixth pay period in 2011.

(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. This provision will end with the close of the twenty-sixth pay period in 2011.

(3) At no time will an employee be paid higher than the maximum hourly rate of any step.

(C) For the Existing Pay Plan through the close of the twenty-sixth pay period of 2011, 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) For the Existing Pay Plan through the close of the twenty-sixth pay period of 2011, 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.

(E) GENERAL PAY PLAN IMPLEMENTATION

(1) Effective at the beginning of the pay period which includes January 1, 2012 and continuing through the next 25 pay periods, all employees will be placed into the General Pay Plan based on their respective classification rank dates except those employees identified as being in Step Z.

(a) All employees with a pay rate that exceeds Step O in their respective grade in the General Pay Plan will be placed in Step Z of the General Pay Plan effective the beginning of the pay period which includes January 1, 2012. Employees placed in Step Z will retain their current pay rate.

(b) For the remaining employees who are not placed in Step Z, effective the first day of the pay period that follows the employee's classification rank date, the employee will be placed in the General Pay Plan based on the following criteria:

- The pay grade assignment of their current classification based on Appendix A1;
- The closest step in that grade that is higher than the current hourly pay rate;
- During the implementation period, there will be no additional merit or step increases except for those employees who are placed in Step Z;

(c) Employees placed in Step Z, who are eligible for merit consideration based on the existing merit program, and who meet those requirements, will receive a 1% lump sum merit payment less taxes and appropriate deductions. For employees who meet the required criteria to receive a merit payment, such payment will be made the pay period that includes April 1, 2012.

(2) Effective at the beginning of the pay period which includes January 1, 2012, new hires will be placed in the appropriate pay grade that has been assigned to their respective classification in Step A through Step E at the discretion of the Health Commissioner.

(3) Effective at the beginning of the pay period which includes January 1, 2012, employees receiving a promotion, transfer, demotion, or other action that would change their classification rank date, will be placed in the new structure at the time of that action.

(F) After the implementation year, the General Pay Plan shall be applied in the following manner:

(1) New hires will be placed in the appropriate pay grade that has been assigned to their respective classification in Step A through Step E at the discretion of the Health Commissioner.

(2) Effective each year at the beginning of the pay period that includes April 1, all employees in Steps A through F will advance one step in their respective pay grades until they reach Step G.

(3) Employees in Steps G through Z will be eligible for merit pay consideration annually. [See Section 26.2(E)].

(4) At no time will an employee be paid higher than the maximum hourly rate of Step O of the pay structure with the exception of those employees placed in Step Z as part of implementation. No additional employees shall move into Step Z.

(5) Employees placed in Step Z at implementation may move back within Step A through Step O of their pay grade at such time as their hourly pay rate becomes equal to or less than Step O of their pay grade. If this situation should occur, an employee shall be placed in the closest step in his/her pay grade equal to or greater than the employee's current pay rate. To the extent that this placement does not equate to the general base pay increase, the remainder will be paid as a lump sum to the employee. This change would only take place in pay period seven of a given year.

Section 26.2. Administration of Pay Plan.

(A) Pay Rates. All employees, in the bargaining unit shall be granted a two percent (2%) pay increase effective retroactively to the beginning of the pay period which includes April 1, 2011. With the exception of employees placed in Step Z in the pay period which includes January 1, 2012, all employees, in the bargaining unit shall be granted a two percent (2%) pay increase effective at the beginning of the pay period which includes April 1, 2012, and a two and one-half percent (2.5%) increase effective at the beginning of the pay period which includes April 1, 2013. In lieu of the 2012 pay increase stated above, employees in Step Z will receive a 1% base pay increase and a 1% lump sum increase less taxes and appropriate deductions. In lieu of the 2013 pay increase stated above, employees in Step Z will receive a 1% base pay increase and a 1.5% lump sum increase less taxes and appropriate deductions.

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. This provision only applies to employees in the Existing Pay Plan, and will end with the close of the twenty-sixth pay period in 2012.

(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. Any employee in Citywide classifications as indicated in Appendix A shall be paid in Step A at the time of hire. Any employee in Health Department specific classifications as

indicated in Appendix A shall be paid in Step 0 at the time of hire. This provision only applies to employees in the Existing Pay Plan, and will end with any new hires that occur after the twenty-sixth pay period in 2011.

(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. This provision only applies to employees in the Existing Pay Plan, and will end with demotions that occur after the twenty-sixth pay period in 2011.

(D) Local 2191 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 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 one hundred fifty dollars ($150), less taxes and appropriate deductions. For those employees whose seniority date falls on or after July 1, 2008, the merit bonus increases to two hundred dollars ($200). 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.

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. This Section 26.2(D) will end with the close of the twenty-sixth pay period of 2011.

(E) The City shall continue a merit pay review system for employees in Steps G through Z. Those employees will be evaluated annually based on a calendar year evaluation period. With exception of employees placed in Step O or Z, if an employee meets or exceeds the requirements of the merit pay review system, the Appointing Authority may approve a merit pay increase in the form of one step movement through the pay grade. If an employee is in Step O or Step Z and qualifies for a merit pay increase, that employee will receive a 1% lump sum payment less taxes and appropriate deductions. Merit pay increases will take effect the beginning of the pay period which includes April 1. If an employee is denied a merit pay increase, the employee shall be provided the reason(s) for such denial in writing. Any merit pay increases, intended for the pay period which includes April 1st, but are received late, will be made effective retroactively to the pay period which includes April 1st of the same year.

(F) Additional Compensation or Benefits. Except as provided in Section 26.7 of this Contract, 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.

(G) 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.

(H) Board of Health 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 or pay grade not specifically authorized by Board of Health, except as provided in Article 26.7.

Section 26.3. 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 26.3(B).

For all full-time employees hired (first date of employment) prior to July 10, 2011 or as soon as practicable thereafter:

Effective Date	Fringe Benefit	Salary Reduction
July 10, 2011	9%	1%
April 1, 2012	8%	2%
April 1, 2013	7%	3%

For all full-time employees hired (first date of employment) on or after July 10, 2011 or as soon as practicable thereafter:

Effective Date	Fringe Benefit	Salary Reduction
July 10, 2011	0%	10%

For all part-time employees:

Effective Date	Fringe Benefit	Paid by Employee
Continuing in effect	6%	4%

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

Employees hired (first day of employment) by the City on or after July 10, 2011, or as soon as practicable thereafter, into a classification in the bargaining unit will be responsible for paying the full employee contribution to the Ohio Public Employees Retirement System. Transfers within the City and employment status changes (without a break in service) are exceptions to this provision. This contribution is a salary reduction employer pick-up and is tax deferred.

(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 and/or resolutions as required and as passed and/or adopted by City Council and/or the City of Columbus Board of Health.

(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 26.4. 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 26.4 shall not apply in hazardous weather conditions as set forth in Section 30.11.

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. 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 26.7. 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	$550
More than 8 years of continuous service	$650
More than 14 years of continuous service	$750
More than 20 years of continuous service	$850
More than 25 years of continuous service	$950

Section 26.8. On-Call Pay.

Employees in any classification may need to be placed in an on-call pay status to provide coverage for certain operational needs. Employees placed in on-call status shall not be subject to the provisions of Section 26.4 and 26.5. On-call pay shall be paid as follows:

(A) For being available for an on-call period at $1.85 per hour.

(B) If called out for the performance of duties, the on-call employee shall be paid for on-call availability for that on-call period plus the employee's regular hourly rate for travel and duty time. Employees who work over forty (40) hours per week will be paid in accordance with Article 16 of this Contract.

(C) If an employee who is on-call duty receives telephone calls directly related to work issues, the employee shall be paid for such time, provided the calls, in aggregate, extend beyond one quarter (1/4) of one (1) hour.

(D) Employees shall not be eligible for on-call pay unless specifically directed by their supervisor.

Section 26.9. 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/grade 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 26.10. Perfect Attendance.

Each 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.

ARTICLE 27 – INSURANCE

Section 27.1. Health Insurance.
The City shall continue to provide comprehensive major medical, dental, vision care 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 hired on or after April 1, 1987 must complete one (1) year of continuous city service before qualifying for dental and vision benefits; such benefits will become available at the start of the month following the month in which they complete one (1) year of continuous service.

(A) Comprehensive Major Medical.

(1) Inpatient alcohol or drug treatment (substance abuse) limited to one confinement per calendar year, per individual, with no more than thirty-five (35) calendar days per confinement.

(2) Inpatient psychiatric treatment limited to a sixty (60) day maximum per calendar year.

(3) Outpatient drug treatments are added as a covered benefit.

(4) Outpatient alcohol or drug treatment (substance abuse) payments will be limited to a fifty percent (50%) co-payment, applied to a total of twenty five (25) visits per calendar year per individual when provided by a non-network provider.

Outpatient alcohol or drug treatment (substance abuse) payments will continue to be limited to a total of twenty five (25) visits per calendar year per individual when provided by a network provider. An office co-pay for the visit will apply as specified in Section. 27.1(A)(23).

(5) Outpatient psychiatric payments will be limited to a sixty/forty percent (60/40%) co-payment, applied to a total of twenty-five (25) visits per calendar year when provided by a non-network provider.

Outpatient psychiatric payments will continue to be limited to a total of twenty-five (25) visits per calendar year when provided by a network provider. An office co-pay for the visit will apply as specified in Section. 27.1(A)(23).

(6) A mental health/substance abuse case management benefit whereby an eligible participant may elect to exchange unused mental health or substance abuse inpatient days for other needed mental health or substance abuse benefits as determined medically necessary by the plan administrator. The medical necessity and exchange rate shall be determined by the plan administrator.

(7) Weight loss schedule limited to examination charges only. Food supplements in the treatment of obesity are excluded.

(8) 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.

(9) 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.

(10) SB 199 Newborns' and Mothers' Health Protection Act of 1996 (NMHPA) provided the following minimum coverage for maternity benefits: At least forty-eight (48) hours inpatient hospital care following a normal vaginal delivery; at least ninety-six (96) hours inpatient hospital care following a cesarean section; and physician directed follow-up care. Effective November 8, 1998, language amended the original bill so that the minimum stay requirements are not applicable if the mother and attending provider mutually consent that the mother and child can be discharged early.

(11) A two hundred dollar ($200.00) annual deductible with an eighty/twenty percent (80/20%) coinsurance of the next fifteen hundred dollars ($1,500.00) in reasonable charges or three hundred dollars ($300.00), for a total out-of-pocket maximum of five hundred dollars ($500.00) per single contract per year.

(12) 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.

(13) 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.

(14) 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.

(15) For new hires and their eligible dependents, a pre-existing condition clause will apply. In the event medical care or consultation is sought or received within six (6) months prior to the employee's effective date of coverage, the medical condition will not be payable for twelve (12) months from the effective date of coverage.

(16) The plan will cover routine physicals, exams, immunizations and diagnostic tests subject to an annual maximum of five hundred dollars ($500) per individual for covered persons age 1 (starting the day following the birthday) to age 18 birthday, age 18 and over with a two hundred dollar ($200) maximum; with a twelve hundred ($1200) family maximum. An office visit co-pay shall apply as specified in Paragraph (24) herein. Stress test are payable only if the plan administrator determines that they are medically necessary. House Bill 478 provides coverage for eligible dependents from birth to age 9.

Well baby care from birth to age one (1) birthday including immunizations, exams, and routine diagnostic services are payable under the program up to a seven hundred and fifty dollar ($750) maximum payment for each eligible dependent, subject to the deductible, coinsurance and reasonable charge provisions.

(17) Provide coverage for routine mammograms up to a maximum of one hundred twenty-five dollars ($125.00) according to the following frequency:

- one baseline exam for women 35-39 years of age;
- one exam every calendar year for women age 40 and over.

(18) The plan provides 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).

The plan provides for men and women age 40 and over, one sigmoidoscopy exam per three (calendar) year period, up to a maximum of one hundred dollars ($100.00). 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).

(19) The chiropractic services schedule, which limits the frequency of chiropractic visits, has been removed. Utilization review will determine medical necessity.

(20) Prescription drug deductible charges are not payable under this medical contract.

(21) Any reference to UCR in this Contract or related plan documents shall be replaced by reasonable charges.

(22) The City will work with the Union to plan, promote, and provide wellness training and awareness.

(23) Physician office visits will be subject to a fifteen dollar ($15.00) co-pay per in-network primary care physician visit (PCP includes Family, General, Internal, Pediatrician, and OB/GYN physicians); the fifteen dollar ($15.00) co-pay will apply to out-patient psychiatric and substance abuse doctors office visits subject to the limits specified in Section 27.1(A)(4) and (5). Eligible services, which shall include diagnostic, surgical and/or specialty services, routine mammograms and routine prostate/colon rectal cancer tests subject to the limits specified in Section 27.1(A)(17) and (18), 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.

A specialty care physician office visits 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, routine mammograms and routine prostate/colon rectal cancer tests subject to the limits specified in Section 27.1(A)(17) and (18), 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.

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)(4) and (13).

(B) Prescription Drug. The City shall maintain the current prescription drug coverage, except for the following modifications, unless otherwise specified below:

(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.

(2) Mail order prescription drugs will be limited to a thirty (30) day minimum and a ninety (90) day maximum supply. Under the mail order program, the employee shall be responsible for a ten dollar ($10.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is twenty dollars ($20.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is fifty dollars ($50.00).

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

(4) Services Not Covered:

- Experimental drugs.
- Drugs which may be dispensed without prescription, such as aspirin, even though a doctor may have prescribed them.
- 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 provided in the second paragraph of Section 27.1).
- 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.
- Contraceptive medication, other than birth control pills, and additional contraceptives may be approved based on medical necessity.
- 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) 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.

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

The City shall maintain the current dental coverage.

(D) Cost Containment. The term "employee" as it pertains to this section shall mean the employee and all of his/her eligible dependents.

(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 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 retail 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. Employees shall become eligible for the benefits outlined in Sections 27.1 through 27.5 on the first of the month following their hire date or on the first of the month following the date upon which they complete one (1) year of continuous City service, unless hired on the first of the month, whichever is applicable.

(B) Full-time employees may waive coverage in the employee insurance programs during the month of February in each calendar year. Once the waiver is executed, the employee must wait until Open Enrollment Month (February) in a subsequent year to re-enroll in the benefit plans. 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 employee may enroll with the City of Columbus insurance program within thirty (30) days of such event.

(C) 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.

(D) Part-Time Regular and Part-Time Limited. Eligibility for enrolling part-time regular and part-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 one-half of the established funding rate, which will be converted into a single and family premium. 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.

Section 27.5. Employee's Monthly Premiums.

(A) The monthly premium for all full-time employees who participate in the City's insurance programs shall be an amount equal to nine percent (9%) of the negotiated insurance base. Effective April 1, 2013, the monthly premium for all full-time employees who participate in the City's insurance programs shall be an amount equal to ten percent (10%) of the negotiated insurance base. The negotiated insurance base shall be the total actual cost to the City of the claims and administrative fees (not to include internal City administrative costs) for medical, dental, vision and prescription drugs for employees in this bargaining unit for the preceding 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) Providing the employee continues monthly premium coverage payments, insurance coverage's 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.

(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.

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, 2009, 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 three thousand dollars ($3,000) per calendar year for undergraduate studies or up to three thousand six hundred dollars ($3,600) per calendar year for graduate studies voluntarily undertaken by him/her. Effective January 1, 2012, 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 three thousand dollars ($3,000) per calendar year for undergraduate studies or up to three thousand eight hundred dollars ($3,800) per calendar year for graduate studies voluntarily undertaken by him/her. 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 (as published by the U.S. Department of Education). Internet courses will be approved on a case-by-case basis. 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 28.1. 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.

(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.

(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 reimbursement of the examination fee of up to twenty dollars ($20.00) (or any future increase in examination fee that may be approved by the Office of Adult Basic Education, Ohio Department of Education) subject to the following conditions:

(A) Any financial assistance from any governmental or private agency available to an employee in pursuit of his/her GED shall be deducted in the entire amount from the examination fee. If an employee's examination fee is fully covered by another governmental or private agency, then the employee is not entitled to payment from the City.

(B) Reimbursement of the examination fee will be made when the employee satisfactorily completes the GED examination and presents an official certificate or its equivalent and a receipt of payment confirming completion of the examination.

(C) No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, child care, meals or any other expense connected with the GED preparation

or examination, except the cost of the examination fee as outlined in (B) above.

(D) Time off with pay may be granted, with the approval of the Appointing Authority, for purposes of preparing for the GED examination and for purposes of taking the examination. All scheduled hours for preparatory courses and examination must be filed with the Appointing Authority and with 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.

ARTICLE 29 - EQUIPMENT AND CLOTHING

Section 29.1. Uniforms.
The uniform policy as detailed below is applicable to the Department of Health.

(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.

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

(A) 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.

(B) 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.

(C) The City shall enter into appropriate contracts with vendors to provide items outlined herein pursuant to voucher arrangements.

(D) The purchase, fitting, and cleaning of protective clothing shall be done outside of work time.

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.

ARTICLE 30 – MISCELLANEOUS

Section 30.1. Gender.
Every effort has been made to make the context gender neutral, however, unless the context in which they are used clearly requires otherwise, words used in this Contract denoting gender shall be deemed to refer to both the masculine and feminine.

Section 30.2. Pay Stub Information.
Employees shall be provided with a record of accumulated earned vacation, sick leave and compensatory time on a bi-weekly basis.

Section 30.3. Fund Receipts and Disbursements.
The City agrees to diligently pursue an administrative policy of eliminating, insofar as possible, the necessity for City employees to handle cash monies. Concentration of the money deposits or payments for all purposes within the Treasurer's Office is strongly recommended. Individual cash drawers and receipt boxes shall be established wherever possible to facilitate establishment of individual responsibility for the handling of funds.

Section 30.4. Mileage Allowance.

(A) When a City employee uses his/her private car for transportation on any City business, in or out of the City of Columbus, he/she shall be reimbursed for mileage actually traveled on City business. The mileage reimbursement rate shall be equal to the Internal Revenue Service allowable rate for business mileage in effect on each January 1 for the succeeding twelve (12) months for the duration of the Contract.

(B) Employees who are regularly required to report directly to job sites away from their City reporting locations are entitled to mileage allowance to the extent such mileage exceeds that from their home to their reporting location. No allowance is payable from the employee's home to or from his/her City reporting location.

(C) In order for an employee to be reimbursed for such expenses incurred while on City business, said employee must obtain authorization for such reimbursement from the proper department or division head prior to the use of a privately-owned vehicle for City business. In order to receive timely reimbursement, a form, approved by the Auditor's Office, must be submitted by the employee by the fifth (5th) day of the month, for the preceding month's

mileage, to the Department Head.

Section 30.5. Comprehensive Physicals and Respiratory Protection.

(A) Examinations/Identification Potential Hazardous Working Conditions. The City has the responsibility to provide a safe working environment for all employees. In recognition of this responsibility and in order to provide a means to carry out the same, the City shall continue a program to conduct mandatory comprehensive physical examinations and/or testing in accordance with federal, state, and local laws, including but not limited to Ohio's Public Employment Risk Reduction Program (O.R.C. Chapter 4167) to determine and identify potential hazardous working conditions and locations. Further, these physical examinations and/or testing will be for the purpose of enabling the City to comply with legal obligations imposed upon it as an employer under applicable federal, state and local laws together with administrative rules and regulations promulgated pursuant thereto, such as, but not limited to, the Public Employment Risk Reduction Program (O.R.C. Chapter 4167).

Other than for the purposes specified herein, the data collected during the physical examinations and/or testing shall remain confidential, unless the employee waives such confidentiality in writing.

The City shall also continue to offer voluntary physical examinations and testing to all bargaining unit members who have been afforded such examinations/tests in the past. Employees voluntarily participating in physical examinations and testing will be required to sign a form indicating that the examinations/testing is voluntary.

Refusal to submit to a mandatory physical examination and/or testing as required by federal, state and local laws, including but not limited to, Ohio's Public Employment Risk Reduction Program (O.R.C. Chapter 4167) may be grounds for discipline, up to and including termination.

The physical examinations and/or testing shall not in any way be used for alcohol, drug, or substance abuse testing, nor shall the results of examinations and/or testing be used to relieve an employee of duty involuntarily without due process.

(B) Respiratory Protection. It is agreed that the City will take the appropriate steps necessary to comply with applicable federal, state, and local laws, including but not limited to Ohio's Public Employment Risk Reduction Program (O.R.C. Chapter 4167), dealing with respiratory protection. To that end, the City will provide respirators that are applicable and suitable for the purposes intended consistent with applicable provisions of law. Employees shall use the respiratory protection provided in accordance with the manufacturer's instructions, training provided, and all applicable provisions of law. Further, employees will be fit-tested for respirators in order to ensure that a proper facial seal exists as prescribed and mandated by current law. The City will require employees to correct conditions which prevent, impair, or impede a proper facial seal, including but not limited to, a growth of beard, sideburns, any object worn that projects under the face piece, or temple pieces on glasses. The refusal or failure of any employee, after being advised by management, to take corrective action to remedy those conditions which prevent, impair or impede the proper fit of a respirator may subject such employee to disciplinary action, up to and including termination.

Employees who are assigned a respirator must be medically cleared to determine their fitness to wear the respirator, which may require a physical examination. No employee will be assigned a task requiring the use of a respirator unless found physically able to perform the work while wearing the respirator. Physical examinations to determine medical fitness to wear a respirator shall be conducted by a licensed health care professional.

Certain provisions of applicable occupational health and safety laws require site and/or job specific policies, procedures and protocols. It is further agreed that the City will promulgate and employees will comply with such site and/or job specific policies, procedures and protocols. Failure of an employee to comply with such policies, procedures and protocols may result in disciplinary action, up to and including termination.

Section 30.6. Contract Copies.
The City agrees to equally share the cost of printing the Contract with AFSCME Local 2191.

Section 30.7. Operational Changes.

(A) Should the City intend to institute any new methods of operation that would result in a material change in the essential functions of a job presently being done by employees covered by this Contract, the City shall meet with the Union at the earliest possible time but not later than thirty (30) days prior to the implementation of such intended changes and/or methods of operations; extreme emergencies excluded.

(B) Prior to the effective date of implementation, upon written request by the Union, a joint conference shall be scheduled for the purpose of discussion with respect to the following subjects: transfer to comparable work, retraining for transferred employees or the disposition of displaced employees resulting from the institution of such new methods, machinery or equipment.

Section 30.8. Errors and Omissions Policy.
It is the policy of the City to cover employees for errors and omissions by such employees while performing duties within the scope of their employment by the City.

Section 30.9. Application of Contract to Part-Time Employees.
Except as otherwise specifically provided elsewhere in this Contract, part-time employees in the bargaining unit shall not be eligible for any fringe benefits under this Contract (other than specifically noted), including but not limited to sick leave, other leaves of absence, holidays, vacations, service credit, and tuition reimbursement.

Section 30.10. Employee Address.
Employees shall provide their payroll clerk or other individual designated by the Appointing Authority with their correct current name, home address, and home telephone number (if any), and shall update this information with their payroll clerk to keep it current at all times.

Section 30.11. Employee Assistance Program.
The City and the Union recognize the significance of employees' personal problems and the effect those problems may have on personal well being and productivity. The City and the Union agree to utilize the City's Employee Assistance Program to refer employees with potential problems to the appropriate assistance program. Employees referred to the EAP will be granted up to a maximum of three (3) free visits per calendar year to the EAP for assessment, referral and follow-up without being charged with time off.

(A) Professional assistance should be encouraged and sought by employees with problems related to stress, substance abuse, mental or emotional illness, finances, legal issues or family crisis; however, employee participation shall be strictly voluntary.

(B) Employees participating in this program should be made aware that treatment records may be maintained and such records shall remain confidential.

(C) All employees receiving treatment shall remain in paid status, until the employee's accrued vacation and sick leave credits are exhausted. After the exhaustion of these benefits, the

City may, at its option, advance sick leave through a pay back arrangement. Should termination occur, sick days borrowed shall be repaid from wages and benefits due at the time of termination.

(D) The Health Department's designated disciplinary hearing officer may order an employee to EAP as part of a disciplinary order.

Section 30.12. Hazardous Weather Conditions.
In cases of severe wind, rain or electrical storms, severe temperatures/wind chill factors or severe snow storms and ice blanketing, no employee shall be unnecessarily compelled to work under conditions which involve a physical risk to his/her health and personal safety. In the event the Union believes employees are being compelled to work under such conditions, the Local Union President or designee has the right to discuss the matter with the Health Commissioner or designee. However, such discussion shall not affect the City's rights under this Section 30.12. If, after such discussion, the City maintains that employees should work under such conditions, the City shall provide such employees with the protective, foul weather gear and clothing as provided in Section 29.2(F).

Section 30.13. Effect of Article and Section Headings.
The article and section headings contained in this Contract are included only for convenience of reference and do not define, limit, explain or modify this Contract or its interpretation, construction or implementation.

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.

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, 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 or modify 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 Director of Human Resources or designee and appropriate Union officials. Such memoranda of understanding cease to exist at the date stated therein or the expiration of the current 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.

ARTICLE 33 - TIME DONATION PROGRAM

Section 33.1. Purpose.
Effective ninety (90) days after the effective date of this Contract, a time donation program will be 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 the Director of the Department of Human Resources or designee. The application shall include acceptable medical documentation of a catastrophic illness or injury that is not job related, including diagnosis and prognosis. The injury or long-term illness must require the employee to be away from work for at least one (1) full pay period. This application shall be on a form mutually agreed to by the City and the Union; and.

(C) The Director of the Department of Human Resources or designee shall determine that the injury or long-term illness is catastrophic in nature and that the employee is eligible to receive vacation leave donations from other bargaining unit employees in the same division; and

(D) The approved application shall be forwarded to Local 2191. The Local shall post a notice on the Union bulletin boards to other bargaining unit employees in the same division that the eligible employee may receive donations of vacation leave; and

(E) If the eligible employee is in a probationary period, the probation will be extended by the number of days the employee is off duty receiving leave donations. The Civil Service Commission must be notified of an extension of any probationary period; and

(F) Donated leave shall be considered sick leave but shall never be converted into a cash benefit.

Section 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.

ARTICLE 34- EMERGENCY PREPAREDNESS AND RESPONSE

Emergency Preparedness and Response

The Columbus Board of Health and the Health Commissioner have the responsibility for emergency preparedness plans and resources to respond to emergencies and disasters of any nature in Columbus and the central Ohio area.

In case of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Columbus, or the Sheriff of Franklin County, Ohio, the Columbus Health Commissioner may activate procedures that may change the daily operations of the Health Department to respond as needed to the specific emergency. Due to the nature of such public health emergencies there will be the need for flexibility of assignments to various reporting locations and/or different work schedules.

During an actual emergency situation and response, it will be expected that employees will be assigned to perform duties within their classification. Hours of work assigned may need to temporarily change, as covered under Section 16.2 (D) of the bargaining unit contract. If management requires employees to work extended hours, or report suddenly for duty, management will follow all Articles of the bargaining unit contract that are appropriate to compensate employees, including: overtime pay, shift differential pay, and/or call-back or report-in pay.

To be prepared for the responsibilities of emergency responses, the Columbus Health Department will establish training and exercises for all employees that will prepare them to know their role and be able to fulfill their duties.

ARTICLE 35 – DURATION OF CONTRACT

This Contract signed on June 28, 2011, shall be effective as of April 1, 2011, and shall remain in full force and effect through March 31, 2014 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 COLUMBUS BOARD OF HEALTH:

Mary Ellen Wewers, PhD, MPH
President

Ronald G. Linville, Esq., Chief Negotiator

Janet J. Campbell Lanza
City Labor Relations Manager

Roger D. Cloern, Assistant Health Commissioner

Carla E. Hicks, Public Health Administrator

Anita D. Clark, Management Analyst II

Kevin G. Williams
Department Human Resources Officer

FOR THE UNION:

LeRoy W. Herd, Chief Negotiator
AFSCME, Ohio Council 8

Kathie C. Dodson, President, Local 2191

James L. Hicks, Jr., Vice-President, Local 2191

Steve J. Russo

Choclate Mosley-Lee

APPENDIX A - CORRELATION OF JOB CLASSIFICATION TO PAY RANGES

APPENDIX A
Local 2191

CORRELATION OF JOB CLASSIFICATION TO PAY RANGES

Class Code	Classifications	Pay Range(s)
1565	*Alcohol & Drug Abuse Counselor*	*24 to 29*
3494	Building Maintenance Worker	21
1295	Cashier I	20
1578	*Dental Assistant*	*13 to 19*
1584	*Dental Hygienist*	*24 to 30*
1482	*Dietitian*	*26 to 30*
1486	*Dietetic Technician*	*18 to 22*
1826	*Disease Intervention Specialist I*	*20 to 23*
1825	*Disease Intervention Specialist II*	*24 to 27*
1765	*Employee Assistance Counselor*	*23 to 29*
1232	Fiscal Assistant I	12 to 24
1233	Fiscal Assistant II	15 to 26
3682	Laborer	12 to 17 or 18*
0411	Mail Clerk	10 to 18
1615	*Medical Assistant*	*13 to 19*
1952	*Medical Technologist*	*18 to 27*
0407	Office Assistant I	12 to 23
0408	Office Assistant II	15 to 24
0406	Office Support Clerk	10 to 17
3112	Outreach Worker	13 to 18
1630	*Practical Nurse*	*24 to 26*
1639	*Public Health Nurse*	*30 to 32*
1828	*Public Health Sanitarian Aide*	*13 to 14*
1831	*Public Health Sanitarian In-Training*	*23 to 25*
1832	*Public Health Sanitarian I*	*26 to 29*
1833	*Public Health Sanitarian II*	*30*
1716	Safety Program Technician	20 to 23
1330	Senior Storekeeper	22
1767	*Social Worker*	*22 to 29*
1329	Storekeeper	17 to 19
3111	Supportive Services Advisor	23

Classifications italicized indicate Health Department only classifications.

*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.

Class Code	Classifications	Pay Range(s)
1234	Accountant I	N/A
1230	Account Clerk	N/A
1231	Account Clerk II	N/A
1566	Alcoholism Control Officer I	N/A
1567	Alcoholism Control Officer II	N/A
	Alcoholism Occupational Consultant	N/A
0410	Automatic Data Processing Coordinator (Women, Infants and Children)	N/A
0529	Bookkeeping Machine Operator II	N/A
1296	Cashier II	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
3529	Custodial Supervisor	N/A
3528	Custodial Supervisor I	N/A
3525	Custodial Worker	N/A
0554	Data Entry Operator	N/A
0556	Data Entry Operator II	N/A
0578	Data Processing Programmer Trainee	N/A
	Dental Health Educator	N/A
0628	Duplicating Machines Operator II	N/A
	Groundskeeper I	N/A
	Groundskeeper II	N/A
1623	Home Health Aide	N/A
1625	Homemaker	N/A
0546	Information Systems Technician	N/A
1971	Laboratory Assistant	N/A
0936	Mail Handler I	N/A
0937	Mail Handler II	N/A
3515	Maintenance Carpenter	N/A
3720	Maintenance Painter	N/A
0815	Medical Services Reimbursement Specialist	N/A
	Medicare Field Representative	N/A
0450	Messenger	N/A

Class Code	Classifications	Pay Range(s)
1480	Nutrition Assistant	N/A
1482	Nutritionist	N/A
	Outreach Worker II	N/A
1290	Payroll Clerk I	N/A
1677	Physician Extender I	N/A
	Physician Extender II	N/A
0629	Print Services Specialist	N/A
0627	Print Services Technician	N/A
1637	Professional Nurse	N/A
	Public Health Laboratory Technologist I	N/A
	Public Health Laboratory Technologist II	N/A
1644	Public Health Nurse Assistant Supervisor	N/A
1640	Public Health Nurse Specialist	N/A
1641	Public Health Nurse Intake Coordinator	N/A
1756	Public Health Occupational Therapist	N/A
	Public Health Occupational Therapist I	N/A
	Public Health Occupational Therapist II	N/A
1752	Public Health Physical Therapist	N/A
1754	Public Health Therapy Assistant	N/A
	Public Health Physical Therapist I	N/A
	Public Health Physical Therapist II	N/A
	Public Health Rehabilitation Assistant Supervisor	N/A
	Public Health Sanitarian Aide II (Vector Control)	N/A
	Public Health Sanitarian Aide (Water)	N/A
	Public Health Social Work Coordinator	N/A
1760	Public Health Speech/Language Pathologist	N/A
	Public Health Speech/Language Pathologist I	N/A
	Public Health Speech/Language Pathologist II	N/A
0795	Public Receptionist	N/A
0467	Receptionist Secretary	N/A
3538	Security Specialist	N/A
	Sexually Transmissible Disease Control Program Representative I	N/A
	Sexually Transmissible Disease Control Program Representative II	N/A
0476	Stenographer	N/A
1328	Storekeeper I	N/A
1328	Storekeeper II	N/A
	Storekeeper III	N/A
0781	Student Intern I	N/A
0782	Student Intern II	N/A
3680	Summer Worker	N/A
0624	Telephone Operator	N/A
3503	Trades Helper (Buildings)	N/A
0464	Typist-Clerk	N/A
0465	Typist Clerk III	N/A

Class Code	Classifications	Pay Range(s)
0926	Youth Work Trainee	N/A

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

APPENDIX A1 - CORRELATION OF JOB CLASSIFICATION TO PAY RANGES

APPENDIX A1
Local 2191
January 1, 2012

CORRELATION OF JOB CLASSIFICATION TO PAY GRADES

Job Code	Classifications	Pay Grade)
1565	Alcohol & Drug Abuse Counselor	72
3494	Building Maintenance Worker	68
1295	Cashier I	64
1578	Dental Assistant	67
1584	Dental Hygienist	79
1482	Dietitian	74
1486	Dietetic Technician	68
1826	Disease Intervention Specialist I	70
1825	Disease Intervention Specialist II	74
1765	Employee Assistance Counselor	76
1232	Fiscal Assistant I	66
1233	Fiscal Assistant II	67
3682	Laborer	63
0411	Mail Clerk	62
1615	Medical Assistant	67
1952	Medical Technologist	72
0407	Office Assistant I	64
0408	Office Assistant II	66
0406	Office Support Clerk	62
3112	Outreach Worker	65
1630	Practical Nurse	71
1639	Public Health Nurse	79
1828	Public Health Sanitarian Aide	67
1831	Public Health Sanitarian In-Training	68
1832	Public Health Sanitarian I	73
1833	Public Health Sanitarian II	74
1716	Safety Program Technician	72
1329	Storekeeper	64
1330	Senior Storekeeper	71

Job Code	Classifications	Pay Grade
1767	Social Worker	74
3111	Supportive Services Advisor	65

Job Code	Classifications	Pay Grade
1234	Accountant I	N/A
1230	Account Clerk	N/A
1231	Account Clerk II	N/A
1566	Alcoholism Control Officer I	N/A
1567	Alcoholism Control Officer II	N/A
	Alcoholism Occupational Consultant	N/A
0410	Automatic Data Processing Coordinator (Women, Infants and Children)	N/A
0529	Bookkeeping Machine Operator II	N/A
1296	Cashier II	N/A
0430	Clerk I	N/A
0431	Clerk II	N/A
0432	Clerk III	N/A
0557	Clerk Specialist	N/A
3529	Custodial Supervisor	N/A
3528	Custodial Supervisor I	N/A
3525	Custodial Worker	N/A
0554	Data Entry Operator	N/A
0556	Data Entry Operator II	N/A
0578	Data Processing Programmer Trainee	N/A
	Dental Health Educator	N/A
0628	Duplicating Machines Operator II	N/A
	Groundskeeper I	N/A
	Groundskeeper II	N/A
1623	Home Health Aide	N/A
1625	Homemaker	N/A
0546	Information Systems Technician	N/A
1971	Laboratory Assistant	N/A
0936	Mail Handler I	N/A
0937	Mail Handler II	N/A
3515	Maintenance Carpenter	N/A
3720	Maintenance Painter	N/A
0815	Medical Services Reimbursement Specialist	N/A
	Medicare Field Representative	N/A

Job Code	Classifications	Pay Grade
0450	Messenger	N/A
1480	Nutrition Assistant	N/A
1482	Nutritionist	N/A
	Outreach Worker II	N/A
1290	Payroll Clerk I	N/A
1677	Physician Extender I	N/A
	Physician Extender II	N/A
0629	Print Services Specialist	N/A
0627	Print Services Technician	N/A
1637	Professional Nurse	N/A
	Public Health Laboratory Technologist I	N/A
	Public Health Laboratory Technologist II	N/A
1644	Public Health Nurse Assistant Supervisor	N/A
1640	Public Health Nurse Specialist	N/A
1641	Public Health Nurse Intake Coordinator	N/A
1756	Public Health Occupational Therapist	N/A
	Public Health Occupational Therapist I	N/A
	Public Health Occupational Therapist II	N/A
1752	Public Health Physical Therapist	N/A
1754	Public Health Therapy Assistant	N/A
	Public Health Physical Therapist I	N/A
	Public Health Physical Therapist II	N/A
	Public Health Rehabilitation Assistant Supervisor	N/A
	Public Health Sanitarian Aide II (Vector Control)	N/A
	Public Health Sanitarian Aide (Water)	N/A
	Public Health Social Work Coordinator	N/A
1760	Public Health Speech/Language Pathologist	N/A
	Public Health Speech/Language Pathologist I	N/A
	Public Health Speech/Language Pathologist II	N/A
0795	Public Receptionist	N/A
0467	Receptionist Secretary	N/A
3538	Security Specialist	N/A
	Sexually Transmissible Disease Control Program Representative I	N/A
	Sexually Transmissible Disease Control Program Representative II	N/A
0476	Stenographer	N/A
1328	Storekeeper I	N/A
1328	Storekeeper II	N/A
	Storekeeper III	N/A
0781	Student Intern I	N/A
0782	Student Intern II	N/A
3680	Summer Worker	N/A
0624	Telephone Operator	N/A
3503	Trades Helper (Buildings)	N/A

Job Code	Classifications	Pay Grade
0464	Typist-Clerk	N/A
0465	Typist Clerk III	N/A
0926	Youth Work Trainee	N/A

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

APPENDIX B – MEMORANDA OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING #2007-04 (revised May 2011)

Ohio Council 8, AFSCME Local 2191
And The City of Columbus Board of Health

The parties agree that for employees paid per their classification in pay range 30 or above, the language in Section 26.1(B)(2) shall be interpreted as follows:

Upon completion of each year of continuous service, all employees will advance one step in their respective pay range until they reach Step 5, and may retain, at minimum, the same increment level within the new step as they held in the prior step.

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but will not extend beyond the close of the twenty-sixth pay period in 2011.

FOR THE CITY:

Teresa C. Long, M.D., M.P.H.
Health Commissioner

5/13/2011
Date

Chester C. Christie, Director
Department of Human Resources

5-13-11
Date

FOR THE UNION:

LeRoy W. Herd, Chief Negotiator
AFSCME, Ohio Council 8

5/13/11
Date

Kathie C. Dodson, President
AFSCME Local 2191

5-13-2011
Date

MEMORANDUM OF UNDERSTANDING #2007-02 (revised May 2011)

Ohio Council 8, AFSCME Local 2191
And The City of Columbus Board of Health

The parties agree that within the Women, Infant, and Children (WIC) program, whenever a new clinic location is opened or an existing clinic location is closed and reallocation of any existing employees from existing home locations to new home locations will be necessary, all WIC Program staff within the classifications of Dietitian, Dietetic Technician, and Office Assistant II (Nutrition Assistant) will bid for new home locations/hours pursuant to Section 16.12(E)(5) of the Collective Bargaining Agreement. All clinic assignments within the WIC Program will be available for bid. Bidding will be limited to employees in the aforementioned classifications within the WIC Program only.

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but shall not extend beyond March 31, 2014.

FOR THE CITY:

Teresa C. Long, M.D., M.P.H.
Health Commissioner

5/13/2011
Date

Chester C. Christie, Director
Department of Human Resources

5-13-11
Date

FOR THE UNION:

LeRoy W. Herd, Chief Negotiator
AFSCME, Ohio Council 8

5/13/11
Date

Kathie C. Dodson, President
AFSCME Local 2191

5-13-2011
Date

MEMORANDUM OF UNDERSTANDING #2003-03 (revised May 2011)

Ohio Council 8, AFSCME Local 2191
And The City of Columbus Board of Health

The City of Columbus, Board of Health (hereinafter Columbus Board of Health) and AFSCME Local 2191 (hereinafter Union) agree that this Memorandum of Understanding shall establish the following policies and procedures that shall apply to AFSCME employees who volunteer to receive the smallpox vaccinations:

The Columbus Board of Health shall distribute written information concerning smallpox vaccination to employees prior to the vaccination. The written materials shall include:

1. Employees shall be provided information about the vaccine including eligibility criteria and reactions after vaccination.

2. The Columbus Board of Health shall provide a prescreening worksheet to determine eligibility for employees considering the vaccine. This worksheet applies to the employee and their close contacts.

3. The Columbus Board of Health will provide information about free and confidential HIV counseling and testing for workers.

4. The smallpox vaccination information shall provide that vaccinations will only be given on a voluntary basis and that employees will not be discriminated against or adversely affected for declining to receive the vaccine.

5. The smallpox vaccination information material shall designate and identify medical personnel for vaccine site-care monitoring and adverse events for employees who voluntarily receive the vaccine.

6. The smallpox vaccination information material shall instruct employee volunteers who experience adverse events to the vaccine to go to their personal physicians or to local emergency facilities if their reactions are beyond what is expected of a normal, typically mild reaction. Information explaining these reactions will be given to the employee.

7. The material shall contain information concerning the proper site care, hygiene and supplies for site care to prevent transmission of the virus to family members and close contacts.

8. The smallpox vaccination information shall provide that if an employee seeks medical attention from a medical professional, the Columbus Board of Health will pay 100% of any medical expenses, including co-payments, deductible, and prescription drugs, related to medical visits and treatments because of

symptoms resulting from the smallpox vaccination. The cost paid by the Columbus Board of Health will not be applied to an employee's yearly deductible or out-of-pocket maximum.

9. The information shall notify employees that the parties hereto have agreed to modify Article 22, Injury Leave, of the collective bargaining agreement between the Columbus Board of Health and AFSCME Local 2191 hereinafter, the contract), to apply to AFSCME employees receiving the smallpox vaccine as follows:

   a. Paid injury leave as described in Section 22.1 of the Contract will be extended to cover an employee's time off from his/her contracting known symptoms experienced from the smallpox vaccine.

   b. The contraction of such symptoms shall be considered caused by the performance of the employee's job duties. Symptoms may include rash, fever, head and body aches, fatigue, nausea, and itching and pain at the vaccine site.

   c. Under Section 22.2 of the Contract, employees must report injuries no later than five (5) days after they develop symptoms from the vaccine.

   d. In connection with Section 22.3 of the Contract, when an employee is required to stop working because of an injury, which includes absence due to the receipt of the vaccine and the contraction of symptoms experienced from the smallpox vaccine, the employee shall be paid for the remaining hours of that day or shift at his/her regular hourly rate of pay.

   e. Injury leave taken as a result of the employee's receipt of the vaccine as described above shall not apply toward the injury limits set forth in Section 22.1 of the Contract.

   f. Employees who receive the vaccine shall automatically qualify for injury leave under Sections 22.5, 22.6, and 22.7 of the Contract in the event they experience side effects from the vaccine requiring medical attention and/or time off work. Certification by the Communicable Disease Program Manager or Supervisor of vaccine related symptoms will be acceptable in lieu of, or in addition to, medical documentation as required in Section 22.4 of the Contract as soon as possible but no later than twenty-eight (28) days.

g. Injury leave granted to employees who experience symptoms from the vaccine shall be paid under Section 22.10 of the Contract at a rate of 100% of the employees' wages until such time as the employee begins to receive payments in lieu of wages from the Ohio Bureau of Workers' Compensation. In the event the Bureau of Workers' Compensation denies an employee's claim, the Columbus Board of Health shall continue to pay the employee at a rate of 100% of his/her current wages for the balance of the leave. In the event the Bureau of Workers' Compensation approves the employee's claim, the Columbus Board of Health shall pay the employee the difference, if any, between the award and employee's regular wage.

h. Under Section 22.5 of the Contract, injury leave taken as a result of the receipt of the smallpox vaccine shall not be designated as FMLA leave, shall not be subject to the twelve (12) week-per-year limitation for the length of FMLA leave, and shall not reduce the employee's twelve (12) week-per-year limitation for FMLA leave.

Duration

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but shall not extend beyond March 31, 2014.

FOR THE CITY:

Teresa C. Long, M.D., M.P.H.
Health Commissioner

5/13/2011
Date

Chester C. Christie, Director
Department of Human Resources

5-13-11
Date

FOR THE UNION:

LeRoy W. Herd, Chief Negotiator
AFSCME, Ohio Council 8

5/13/11
Date

Kathie C. Dodson, President
AFSCME Local 2191

5-13-2011
Date

MEMORANDUM OF UNDERSTANDING #2001-03 (revised May 2011)

Ohio Council 8, AFSCME Local 2191
And The City of Columbus Board of Health

Pursuant to Article 26, Wage and Compensation Plan, Section 26.9, Pay Review Committee, of the Collective Bargaining Agreement between the Columbus Board of Health and AFSCME Local 2191, Ohio Council 8, the parties hereby agree that this Memorandum of Understanding shall establish rates of pay under Article 26, Section 26.1(B), Existing Pay Plan, and will assign pay ranges appropriate for Alcohol and Drug Abuse Counselors based on their professional certifications or licenses in their field of alcohol and drug counseling. Placement of Alcohol and Drug Counselors will be made within the assigned ranges for their classification, as listed in Appendix A of the AFSCME contract, according to the following agreed upon provisions:

1. Employees will be required to obtain or maintain minimum qualifications to perform the functions of their position as required by the Ohio Department of Alcohol and Drug Addictions Services (ODADAS).

2. Pay Ranges for the Alcohol and Drug Abuse Counselor classification are Range 24 to Range 29, as listed in the AFSCME, Local 2191 bargaining unit contract.

3. Counselors who are Chemical Dependency Counselor Assistants, Social Work Assistants or Counselor Trainees will be paid in Pay Range 24.

4. Counselors who are licensed as a School Psychologist, or a Licensed Practical Nurse will be paid in Pay Range 25.

5. Counselors who are a Licensed Chemical Dependency Counselor II will be paid in Pay Range 26.

6. Counselors who are a Licensed Social Worker, a Licensed Professional Counselor, a Licensed Marriage and Family Therapist, or a Registered Nurse will be paid in Pay Range 27.

7. Counselors who are a Licensed Chemical Dependency Counselor III, or a Licensed Independent Chemical Dependency Counselor will be paid in Pay Range 28.

8. Counselors who are a Licensed Independent Social Worker, Licensed Professional Clinical Counselor, Psychologist, Physician, Clinical Nurse Specialist, Certified Nurse Practitioner, or Licensed Independent Marriage & Family Therapist will be paid in Pay Range 29.

As counselors acquire new levels of the above certifications or licenses and present these new credentials to their supervisors, they will receive pay rate increases to the identified pay range level and step according to the above listing.

It is agreed by both parties, AFSCME Local 2191 and the Columbus Health Department, that the assigned pay ranges for these levels of certification or license will be used for hourly rates of pay, and incumbent employees reaching new certifications and/or license will receive pay rate adjustments as mentioned.

This MOU may be terminated by either party with thirty (30) days prior written notice to the other party, but shall not extend beyond the close of the twenty-sixth pay period in 2012.

FOR THE CITY:

Teresa C. Long, M.D., M.P.H
Health Commissioner

5/13/2011
Date

Chester C. Christie, Director
Department of Human Resources

5-13-11
Date

FOR THE UNION:

LeRoy W. Herd, Chief Negotiator
AFSCME, Ohio Council 8

5/13/11
Date

Kathie C. Dodson, President
AFSCME Local 2191

5-13-2011
Date

MEMORANDUM OF UNDERSTANDING #1994-01 (revised April 2011)
BETWEEN
THE CITY OF COLUMBUS, THE COLUMBUS BOARD OF HEALTH,
AND
AFSCME, OHIO COUNCIL 8, LOCALS 1632 AND 2191

REGARDING PAYROLL DEDUCTION SLOT FOR
AFSCME, LOCAL 1632 SPONSORED GROUP LEGAL SERVICES PLAN

AFSCME, Local 1632 is desirous of providing a group legal services plan to eligible bargaining unit members (as defined in paragraph number eight (8) below) and, to that end, has requested that the City grant it a payroll deduction slot for the voluntary deduction of monthly premiums from eligible bargaining members' wages. The City has agreed to provide AFSCME, Local 1632 with a payroll deduction slot to be used for such purpose, consistent with the terms and conditions of this Memorandum of Understanding (hereinafter referred to as MOU). Accordingly, the parties agree as follows:

1. The group legal services plan sponsored by AFSCME, Local 1632 will be the complete and sole responsibility of AFSCME, Local 1632 to process, administer and monitor.

2. The City will provide AFSCME, Local 1632 access to a payroll deduction slot and will facilitate enrollment by eligible bargaining unit members of AFSCME, Local 1632 and in individual City departments by agreeing to have payroll clerks process the payroll deduction authorization for the AFSCME, Local 1632 sponsored group legal services plan.

3. All monies deducted monthly for participation in the group legal services plan will be forwarded to the Treasurer of AFSCME, Local 1632 in the aggregate amount by a warrant separate and apart from the warrant provided to the Comptroller of AFSCME, Ohio Council 8 as provided in Article 5 of the Collective Bargaining Contract currently in effect between the City and AFSCME, Ohio Council 8, Local 1632. All funds transmitted to AFSCME, Local 1632 pursuant to the payroll deduction authorization for the AFSCME, Local 1632 sponsored group legal services plan shall be the sole responsibility of AFSCME, Local 1632 to administer and disperse.

4. Deductions under the terms of this MOU shall be made during one (1) pay period each month; if any participating bargaining unit member's pay for the period is insufficient to cover the deduction for the plan after the withholding of all other legal and required deductions (including Union dues), the City will make a deduction from the pay earned during the next pay period. In the event a deduction is not made for any participating member during any particular month, the City, upon verification in writing

from the President of AFSCME, Local 1632, will make the appropriate deduction in the following month.

5. The deductions made under the terms of this MOU, accompanied by an alphabetical list of all participating bargaining unit members shall be transmitted to the Treasurer of AFSCME, Local 1632, 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.

6. It shall be sole and exclusive responsibility of AFSCME, Local 1632 to administer the group legal services plan, including solicitation and distribution of information related to enrollment or participation in the plan.

7. The City's role will be solely clerical in nature, that is, to process the amount of the payroll deduction for the AFSCME, Local 1632 sponsored group legal services plan and to transmit the monies deducted from payroll to AFSCME, Local 1632.

8. Only AFSCME, Local 1632 bargaining unit members who have properly executed and valid dues deduction authorization cards on file with their payroll clerk or the Central Payroll section of the City Auditor's Office shall be eligible to execute payroll deduction authorization cards for the AFSCME, Local 1632 sponsored group legal insurance plan.

9. Any eligible bargaining unit member of AFSCME, Local 1632 wishing to participate in the payroll deduction of premiums for the AFSCME, Local 1632 sponsored group legal services plan shall be required to execute the required payroll deduction authorization card (a copy of which is attached hereto as Appendix A).

10. An annual enrollment period during the month of February each year is hereby established, during which, interested eligible bargaining unit members may sign a payroll deduction card for the plan. Payroll deduction authorization cards received by the City on or after March 1 of each year shall be deemed invalid. In any event, the City shall not be obligated in any way to honor the payroll deduction authorization cards for the AFSCME, Local 1632 sponsored group legal services plan until such time as AFSCME, Local 1632 presents to the City, in a timely manner, a minimum of 50 properly executed payroll deduction authorization cards evidencing the desire of at least 50 eligible bargaining unit members to participate in the payroll deduction program for the AFSCME, Local 1632 sponsored group legal services plan.

11. The City shall continue to make the appropriate monthly deduction from the pay of a participating bargaining unit member until such time as the City receives, during the month of February a written revocation of the authorization for payroll deduction signed by the participating member. To be valid and effective, a written revocation must be submitted and received by the City during the month of February in each year.

12. In the event less than 50 eligible members of the bargaining unit participate in the program at any time, the City's obligation to withhold shall automatically terminate and the Office of the City Auditor shall inform AFSCME, Local 1632 of the termination of this deduction. In such event, it shall be the sole responsibility of AFSCME, Local 1632 to notify participating bargaining unit members of the termination of the payroll deduction.

13. No solicitation or enrollment activity shall take place during working hours or on City property.

14. AFSCME, Ohio Council 8, and Locals 1632 and 2191, jointly and severally, agree that they will indemnify and hold the City harmless from any claims, actions, or proceedings commenced by any person or employee(s) against the City arising out of the terms of this MOU or its implementation.

15. AFSCME Local 2191 is desirous of participating in this group legal services plan sponsored by AFSCME, Local 1632 and, to that end, has requested that the Board of Health and City of Columbus provide a payroll deduction slot to be used for the voluntary deduction of monthly premiums for all bargaining unit members. The City and the Board of Health have agreed to provide AFSCME, Local 2191 with a payroll deduction slot to be used for such purpose, consistent with the terms and conditions as agreed to in this Memorandum of Understanding.

16. This MOU contains the entire agreement of the parties.

17. This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but shall not extend beyond March 31, 2014.

FOR THE CITY:

Teresa C. Long, M.D., M.P.H.
Health Commissioner

5/13/2011
Date

Chester C. Christie, Director
Department of Human Resources

5-13-2011
Date

FOR THE UNION:

LeRoy W. Herd, Chief Negotiator
AFSCME, Ohio Council 8

5/13/11
Date

Kathie C. Dodson, President
AFSCME Local 2191

5-13-2011
Date

APPENDIX C – SIDE LETTERS

SIDE LETTER #1 IS INTENTIONALLY OMITTED AS THE TERMS OF THE LETTER HAVE BEEN SATISFIED

SIDE LETTER #2

May 13, 2011

Leroy W. Herd
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear LeRoy:

The purpose of this letter is to confirm our recent conversation on the subject matter listed below.

Whenever reasonable, safe, and feasible, and subject to operational needs, members of the same classification within the same work unit will be crossed trained on the specifics of one another's jobs.

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

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

Agreed on behalf of AFSCME Local 2191:

LeRoy W. Herd
Chief Negotiator

SIDE LETTER #3

May 13, 2011

Leroy W. Herd
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear LeRoy:

This letter affirms the agreement reached between the City of Columbus, Columbus Board of Health and AFSCME Local 2191 regarding matters of conflict between an employee and his/her supervisor. The parties agreed to the merits of involving the professional services of EAP, on a case-by-case basis, to resolve such conflict. The Union President shall discuss the case with the Department Human Resources Officer and thereafter the Department Human Resources Officer will schedule intervention with EAP, if necessary.

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

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

Agreed on behalf of AFSCME Local 2191:

LeRoy W. Herd
Chief Negotiator

SIDE LETTER #4

May 13, 2011

Leroy W. Herd
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear LeRoy:

This letter will serve as a follow-up to our conversation.

It is the intention of the City that persons performing work are qualified to do so.

Concerns about bargaining work are appropriate subjects for discussion between the City and AFSCME Local 2191.

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

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

Agreed on behalf of AFSCME Local 2191:

LeRoy W. Herd
Chief Negotiator

SIDE LETTER #5

May 13, 2011

Leroy W. Herd
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear LeRoy:

The purpose of this letter is to clarify two matters that arose during recent discussions.

1. It is the understanding of the City that joint committees formed with AFSCME Local 1632 will include representatives of Local 2191 where appropriate.

2. The Joint Health and Safety Committee listed in the 1632 contract and the 2191 contract, or a successor committee, shall include an identified sub-committee of persons from the Health Department and Local 2191.

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

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

Agreed on behalf of AFSCME Local 2191:

LeRoy W. Herd
Chief Negotiator

SIDE LETTER #6 IS INTENTIONALLY OMITTED AS THE TERMS OF THE LETTER HAVE BEEN SATISFIED

SIDE LETTER #7 IS INTENTIONALLY OMITTED AS THE TERMS OF THE LETTER HAVE BEEN SATISFIED

SIDE LETTER #8 IS INTENTIONALLY OMITTED AS THE TERMS OF THE LETTER HAVE BEEN SATISFIED

SIDE LETTER #9

April 28, 2011

LeRoy W. Herd
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear LeRoy:

The purpose of this letter is to clarify the provisions of Section 15.3, Certification of Layoff, during our recent negotiations.

The Columbus Public Health Department will make every good effort to hire laid off employees in any temporary ("480") position that may be available and funded whenever possible.

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

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

Agreed on behalf of AFSCME Local 2191:

LeRoy W. Herd
Chief Negotiator

SIDE LETTER #10

April 28, 2011

Ronald G. Linville
Chief Negotiator
City of Columbus
Columbus, Ohio 43215

Dear Ron:

The purpose of this letter is to clarify recent discussions on performance reviews.

Performance reviews shall not be grieved; however, all Columbus Public Health supervisors will complete performance reviews according to the City of Columbus Performance Review Supervisor's Manual.

If the reviewed employee has documentation disputing a supervisor's ratings on a review, documentation must be provided to the Department Human Resources Officer and the President of Local 2191 within five (5) business days of receiving the completed review. A meeting will take place between the President of the Local and the Department Human Resources Officer to agree on the final review that will be placed in the employee's file.

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

Sincerely,

LeRoy W. Herd
Chief Negotiator
AFSCME Local 2191

Agreed on behalf of Columbus Public Health:

Ronald G. Linville
Chief Negotiator

SIDE LETTER #11

May 13, 2011

LeRoy W. Herd
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear LeRoy:

The purpose of this letter is to clarify recent discussions on compensating employees who utilize bilingual skills in the performance of their positions.

As has been the practice, at the Appointing Authority's discretion, when determining a hiring or promotional pay rate, the Appointing Authority, has been recognizing the bilingual skill similar to experience, advanced degrees, and/or licensures. These skills and assets have been recognized by placing newly hired or promoted employees in a higher pay rate than other newly hired or promoted employees without these skills and assets, when the skills and assets are useful in the performance of the position.

It is the Appointing Authority's intent to continue this practice under the Existing Pay Plan and to further continue this practice under the General Pay Plan.

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

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

Agreed on behalf of AFSCME Local 2191:

LeRoy W. Herd
Chief Negotiator

APPENDIX D – FORMS

City of Columbus
Department of Human Resources
90 West Broad Street, Room 311
Columbus, Ohio 43215

Summary of Investigation

Notice to: ☐ **AFSCME 1632** ☐ **AFSCME 2191** ☐ **CMAGE/CWA 4502**

Employee Name: _____ EE ID#: _____

Job Class: _____

Department: _____

Division: _____

Date Mgmt. Acquired Knowledge: _____ Date Investigation Completed: _____

Alleged Incident:

The following action is being taken with regards to this incident:

- ☐ The Appointing Authority intends to end the investigation with no further action.
- ☐ Counseling, which may be oral or written and **<u>is not considered disciplinary action</u>**.
- ☐ Issuance of an Oral Reprimand.
- ☐ Issuance of a Written Reprimand.
- ☐ The Appointing Authority intends to bring disciplinary charges against this employee.

Management Designee: _____ Title: _____ Date: _____

Original to: Local AFSCME President
Copy to: Human Resources Officer

c: Investigative Package

City of Columbus
Department of Human Resources
90 West Broad Street, Room 311
Columbus, Ohio 43215

Disciplinary Reprimand Form

Notice to: ☐ **AFSCME 1632** ☐ **AFSCME 2191** ☐ **CMAGE/CWA 4502**

☐ **Oral Reprimand** ☐ **Written Reprimand**

Employee Name: _____ EE ID#: _____

Job Class: _____

Department: _____

Division: _____

Violation of Central Work Rule #

Violation of Dept./Division Policies (*if applicable*)

On _____ (*date of occurrence*), this employee engaged in conduct which violated the above listed rules and/or policies. The following is a brief explanation of the violation:

_____ _____

Appointing Authority or Designee Date

On this date, _____, I issued and reviewed the contents of this document with the named employee.

_____ _____

Supervisor Signature Date

_____ _____

Employee Signature Date

Distribution:

Original to Human Resources Unit
Copy to Employee

LOCAL 2191

Check One:
_____President
_____Vice-President
_____Floating Chief Steward

CITY OF COLUMBUS
AFSCME UNION REPRESENTATIVE
REQUEST FOR LEAVE FOR UNION BUSINESS

NAME:_____ DATE:_____

In accordance with Article 6 of the collective bargaining agreement, this completed document shall act as notification of and a request for authorization to absent myself from my regular job duties or worksite to conduct the Union business described below.

Expected Date:_____ **Expected Start _____ AM/PM Ending _____ AM/PM** **Destination & Phone #_____**

FOR THE PURPOSE OF:

___ **Steward Training** ___ **QWL Committee** ___**Department QWL Committee**

___ **Employee Contact**

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

___ **Complaint Investigation Issue:_____**

Resolved? Yes___ No___ If no, Grievance No. assigned_____

___ **Representative of employee under investigation** __ **Disciplinary Hearing**

___ **Grievance Hearing** **Grievance No._____** ____**Step 1** ___**Step 2**

___**Other_____**

___ **Check here if this form is submitted to document the cumulative time spent today responding to short phone inquiries or in-person conversations initiated by others. All other situations require prior approval of the supervisor.**

_____ _____
Union Representative's Signature **Date**

_____ _____
Designated Management Representative **Date**

Actual Hours Charged to Union Leave _____ **Union Representative's Initials_____** **Designated Management Rep. Initials_____**

Original: Immediate Supervisor forwards to Payroll
Copy to: Union Representative

AFSCME BARGAINING UNIT
SCHEDULE CHANGE APPROVAL FORM

16.2(A)(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.

16.2(A)(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.

_____	_____	_____
Department	Division	Affected Operating Unit

Proposed Work Schedule ☐ Attached

Job Classes/Positions Involved and No. of Affected Employees ☐ Attached

Justification for Proposed Schedule Change
(Operational Efficiency and Effectiveness) ☐ Attached

Impact on Holidays, Sick, Vacation, Disability, Etc. ☐ Attached

Date of Proposed Change _____

_____	_____
Signature of Originator	Date

Originator to Forward for Approval to:

_____	_____
Division Administrator	Date
_____	_____
Signature of Department Representative	Phone
_____	_____
Signature of Department Representative	Phone
_____	_____
Department Director	Date

Director to Forward to Labor Relations Manager:

_____

Date Received _____

Date Notice Forwarded to AFSCME _____