



THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

COLUMBUS
PUBLIC HEALTH



COLLECTIVE BARGAINING

CONTRACT

Between

THE CITY OF COLUMBUS

and

**AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES**

April 1, 2026 - March 31, 2029

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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:

To achieve and maintain a satisfactory, stable and productive employer-employee relationship and to promote improved work performance;

- (A) To foster a cooperative employer-employee relationship that will improve City government efficiency and effectiveness and provide high-quality service and customer satisfaction;
- (B) To provide for the peaceful adjustment of differences that may arise;
- (C) To attract and retain qualified employees by providing benefits that are competitive and fair;
- (D) 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
- (E) 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 the City of Columbus Board of Health or the City Health Commissioner.

"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).

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

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

"COBRA" (Consolidated Omnibus Budget Recovery Act) requires group health continuation coverage to be offered to qualifying covered employees, their spouses, former spouses, and dependent children when group health coverage would otherwise be lost due to certain specific qualifying events as defined under COBRA. The premium and allowable administrative costs of COBRA continuation of group health coverage is at the expense of the employee or family member who elects such coverage.

"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.

"Day" means calendar day unless otherwise specified. If the applicable time limit expires on a holiday or weekend, the time limit will be extended to expire on the next business day.

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

"Department" where used generally, means the Department of Health of the City of Columbus, d.b.a. Columbus Public Health.

"Division" means a major operational level of the Department based upon the public health services or operations provided; e.g., Addiction Services, Administrative Services, CelebrateOne, Clinical Health, Environmental Health, Family Health, Neighborhood Social Services, Population Health, Public Health Innovation, Sexual Health Promotions, etc.

"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 or Departmental Human Resources Office; 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 Section" means a subdivision of a Division that provides specific public health or operational services. Some examples include, but are not limited to, Vital Statistics (Health Commissioner's Office), Prevention Services (Addiction Services), Tuberculosis Clinic (Clinical Health), Women, Infant & Children (Family Health), Strategic Nursing Team (Population Health), etc.

"Operating Unit" means the lowest operational level of the Department that the employee's work is supervised.

"Operating Unit Seniority" means the employee's seniority in their 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 PFL, 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. 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.

"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.

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

"PTO" means Paid Time Off and takes effect at the beginning of 2024. As the parties convert from "vacation leave" to Paid time Off/PTO, all references to vacation in this Agreement shall apply to PTO and vice versa except when otherwise specifically stated.

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

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

"Regular Schedule" means an employee's days of work each week, total hours per day that an employee is scheduled to work, and days off. Each full-time employee's regular schedule shall include two (2) or more consecutive days off and will be forty (40) hours each workweek.

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

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

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

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

"Separation from City Employment" means a termination of the employer-employee relationship and includes resignation, retirement, discharge for cause, layoff and certification termination resulting from the establishment of an eligible list. A layoff or certification termination of thirty five (35) days or less, or resignation to immediately accept another position in the employ of the City, shall not be considered a separation from City employment.

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

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

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

"Steward" means a union representative 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, or (4) an increase in the total number of positions in a class at a specific reporting location.

"Workweek" means Sunday through Saturday.

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) Division and Operating Unit.
 - (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 City Human Resources Department and Health Department Human Resources Office; 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) The Union will provide the Appointing Authority a copy of any petition filed with the State Employment Relations Board (SERB) to include or exclude a classification in/from the bargaining unit on the same date it is filed.

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 SERB.

- (C) 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.

Final Draft

ARTICLE 5 – UNION SECURITY AND RIGHTS

Section 5.1. Dues Deduction.

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

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

- (B) The City agrees to deduct Union membership dues bi-weekly 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 each 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 pay period, the City, upon verification from the Union, will make the appropriate deduction in the following pay period.
- (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 Local Union and Staff Representative with an alphabetical list of names, addresses, Division, classifications, classification seniority date and most recent hire date of all bargaining unit employees, including hire date and classifications, on January 1, March 1, July 1, and September 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. Union Indemnification.

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, demands, suits, actions, proceedings and other form of liability, including damages and costs, brought by any

employee arising from any deduction made by the Employer for purposes of complying with any provision of this Article or in reliance on any notice or dues checkoff authorization card furnished under any of the provisions of this Article.

Section 5.3. 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 5.4. 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 5.5. Solicitation of Membership.

The City will provide the Local President with a list of new bargaining unit members with first date of employment on a bi-weekly basis. Solicitation of membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned.

Section 5.6. 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.

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.

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:

- (1) Union President
- (2) Union Vice-President
- (3) Stewards – This category of Union representatives shall consist of four (4) Stewards to be selected by the Union President. The Stewards are to be selected from different Divisions and Operating Units and shall have authority to represent the Union throughout the Department.

The names of all Union officers and 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 Steward's name is not listed, they will not be recognized as an authorized Union representative and will not be afforded 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.

- (A) Stewards - Stewards shall be limited to the following matters. Only one (1) 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;
 - (6) Respond to extreme emergencies involving the health or safety of a bargaining unit employee; and
 - (7) Attend any established City or Department orientation sessions for new hires into the bargaining unit for the purpose of making a presentation on behalf of the Union.

The Stewards may handle the above matters throughout the Department.

- (B) Coordination of Union Leave
 - (1) 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;
 - (2) Step 1 grievance hearings shall be coordinated with the Steward involved;
 - (3) Time spent by a 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;
 - (4) 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;

- (5) Union business other than that mentioned above shall not be conducted by a Steward or any other employee on City time;
 - (6) 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 Steward, or any other employee; and
 - (7) Only a Steward may respond to matters involving extreme emergencies affecting the health or safety of a bargaining unit employee.
- (C) Union Vice President – The Union Vice President may conduct grievance hearings or represent members at pre-disciplinary hearings/meetings conducted by the Department or Department of Human Resources at the discretion of the Union President; act in the place of the Union President, as needed; attend Labor/Management meetings and other related functions.

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.

- (A) 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 as follows:
 - (1) Minimize interference with the work assignment of all Union representatives involved and/or the employee(s) being assisted;
 - (2) The Union President shall act as the primary Union representative and shall conduct all Union business that occurs during scheduled work hours of Union representatives and represented employees except for the following situations:
 - (a) The President is off work due to sick leave, PTO, personal business day, or release time for conventions and seminars, and has provided written notification of the Union Officer or Steward acting as the contact in the President's absence;
 - (b) An employee who is the focus of an investigation requests a Union representative and another Union representative is more readily available; or
 - (c) A scheduling conflict occurs due to more than one Union business matter occurring simultaneously;
- (B) Union business leave with pay may be granted to authorized Union representatives, except for the Local President, to conduct Union business specifically permitted by this Contract. Such leave shall not exceed three-hundred (300) hours collectively per payroll year, subject to the exceptions in and/or allowances of Sections 6.6, 6.7, 6.8 and 6.10. In the event the Local President is on an approved leave for thirty (30) or more consecutive days, the Union may designate an individual to act in the place of the Local President until such leave is over. Any time spent by such replacement will not be charged against the three-hundred (300) hour bank set forth in this paragraph.

The Union will reimburse to the City an employee's hourly wage, including benefits, for any Union business leave in excess of the paid three-hundred (300) hours.

- (C) Union representatives shall complete a *Request for Leave for Union Business Form* (see Appendix D) before attending to the Union business on City time (regardless of whether attending to the Union business requires the Union representative to leave their work location);
 - (1) 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 the *Request for Leave for Union*

Business Form);

- (2) This form shall specify the Union activities, which are within the particular Union representative's jurisdiction as specifically provided in this Article 6;
- (3) 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;
- (D) 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.
- (E) 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.
- (F) 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 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 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 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. 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 6.7. Release Time for Union President.

The President of Local 2191, upon election to that post and as long as they continue in that post, will be permitted to devote their full time during the workweek to Union matters while continuing in their City job classification, but is required to maintain all minimum requirements of their City job classification and provide evidence of such maintenance as required of similarly situated employees. The Union President's

entitlement to their hourly wage, fringe benefits and seniority accrual will continue as though they were performing their normal job-related duties. The President of Local 2191 will not, however, be eligible to receive overtime or holiday-worked pay, receive a performance evaluation or be eligible for merit pay while in that post. The workweek and workday for the Union President shall be considered the normal workweek and regular schedule as defined within the bargaining contract.

The Union President will communicate by written notification to the Columbus Public Health Human Resources Officer, or designee in their absence, when the Union President will not be available for representation of bargaining unit employees at Columbus Public Health due to using leave as permitted in the bargaining contract.

- (1) All applicable customary notice and procedural requirements for requesting leave shall continue to apply including but not limited to completion of the standard City Request for Leave form (blue form) and/or any other applications and forms;
- (2) The written notification will also contain the name of the Union Officer or Steward who is assigned for management to contact for representation during the President's absence.
- (3) For emergent, unplanned, need for leave, the Union President shall notify the Columbus Public Health Human Resources Officer, or designee in their absence, with the information required by this MOU by telephone or text (as agreed upon by the parties) and follow-up with the appropriate documentation upon return from leave.

Upon leaving the post of President, an employee who was serving in that post, will be returned to their classification, program, and the work schedule that they were assigned prior to becoming President.

Section 6.8. Release Time for Union Bargaining Team.

Prior to the first session of negotiations, the City's Labor Relations Manager will meet with the President and Vice-President of Local 2191 to determine the size and composition of the Union's bargaining team. Union bargaining committee members who participate in negotiations with the City shall be paid for time lost during regular working hours to bargaining meetings with the City. The Union's bargaining team will be paid for lost time during regular working hours for preparatory meetings of the Union's bargaining team, up to a total of one hundred fifty (150) hours collectively per bargaining cycle. In the event that the Union goes over that amount of hours, the Union will then use the hours bank in Section 6.3(B).

Section 6.9. Proper Authorization for Release Time Required.

The privileges listed above do not authorize any Union representative to be absent from their 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 6.10 Training of Union Representatives.

Union members will be released with pay for training and education, limited up to sixty-four (64) hours per payroll year.

ARTICLE 7 – JOINT LABOR-MANAGEMENT COMMITTEES

Section 7.1. Employee Health and Safety.

Either party may demand the creation of a temporary safety committee to work with the Safety team to address and resolve a safety concern that emerges.

Section 7.2. 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/members with no loss of pay to attend the meeting, unless the parties mutually agree to permitting additional participation.

Section 7.3. 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 7.4. Civil Service Committee.

The Union will continue to meet with representatives of the Civil Service Commission and the Health Commissioner 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. Notification to Union.

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 President 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.

Section 8.3. Notification and Availability to Employees.

The changed or new Central Work Rules or personnel policies shall be distributed to employees electronically at least seven (7) days before becoming effective unless an emergency situation requires Central Work Rules or personnel policies to become effective immediately. All Central Work Rules and personnel policies will be available for employees to view electronically. New employees shall be notified of the existence and how to access all 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, familial status, race, color, religion, ancestry, genetic information, national origin, disability, sexual orientation, gender identity or expression, military or veteran status or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Contract.
- (B) Sexual harassment shall be considered discrimination under this Article. Sexual harassment as prohibited by this Article shall be defined and governed in accordance with applicable state and federal laws, and includes any unwanted sexual attention.

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

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

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

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

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 they 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. Summary of Investigation.

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

- (A) Issuance of an oral reprimand; or
- (B) Issuance of a written reprimand; or
- (C) Notice that the Appointing Authority intends to bring disciplinary charges against the affected employee(s); or
- (D) Notice that the Appointing Authority intends to end the investigation with no further action.

Said notice shall be provided to the Union President 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 Summary of Investigation shall contain the facts surrounding the incident that was investigated.

Section 10.3. Service of Disciplinary Actions.

(A) Issuance of Reprimands

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.

(B) Issuance of Disciplinary Charges

- (1) 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, but the meeting will be postponed to give the Union the full ten (10) days. The time period in Section 10.4 will be extended automatically. 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.

- (2) When reasonable, the Appointing Authority or designee will serve disciplinary notice of the charges to the employee by personal service. The Disciplinary Notice will contain charges, a date, time, location of the Pre-disciplinary meeting. A copy will also be provided at the same time to the Union President or designee. If the employee cannot reasonably be served in person, the Appointing Authority or designee may serve disciplinary charges notice by certified mail to the last home address furnished by the employee(s) to the Appointing Authority or designee and to the employee's work e-mail address with read receipt.
- (3) 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. Pre-Disciplinary Meeting.

- (A) A pre-disciplinary meeting shall be scheduled by the Health Commissioner or designee within fifteen (15) days from the delivery of the charges to the employee. The employee will be provided with the merits of the disciplinary charges and an opportunity to:
 - (1) Appear at the meeting to present an oral or written statement in their defense.
 - (2) Appear at the meeting and have a chosen Union Representative to present an oral or written statement in defense, which shall be considered the statement of the employee.
 - (3) Elect in writing to waive the opportunity to have a pre-disciplinary meeting. The employee may waive their right to a pre-disciplinary meeting, in writing, to the appointing authority or the designee twenty-four (24) hours prior to the scheduled meeting.

Following the meeting, the Health Commissioner's designee shall issue a decision if the evidence supports that the employee is to receive no discipline or that the employee is to receive 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) The results of said meeting shall be in writing and given to the employee, with a copy sent to the Union President, within twenty (20) days of the pre-disciplinary meeting. If the recommendation of the Health Commissioner's designee is for suspension, demotion, or termination, the designee shall make a recommendation to the Board of Health or Health Commissioner within twenty (20) days of the meeting. 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.
- (C) For purposes of Article 10, disciplinary action which may be taken as a result of a disciplinary meeting 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.
- (D) The City and the Union shall each be granted one (1) continuance of the scheduled disciplinary meeting. 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 meeting, and if the employee refuses, the City may hold the meeting in the employee's absence.

Section 10.5. Disciplinary Grievances.

If the Employee/Union is not satisfied with the disciplinary decision, the Employee/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.

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

The designated meeting 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 the Board of Health or Health Commissioner's decision be a suspension, the Health Commissioner or designee may make a written offer to the employee that the employee forfeit up to one hundred twenty (120) hours of accrued PTO or compensatory time, provided the employee has sufficient PTO 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 Health Commissioner or designee. 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 (PTO 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 Health Commissioner or designee's written offer, the Health Commissioner or designee shall acknowledge the employee's acceptance of the offer in writing. Should the Health Commissioner or designee choose not to offer this option or should the employee reject the offer, appropriate disciplinary action shall be imposed.

Section 10.7. Length of Time Prior Discipline May Be Considered.

Oral reprimands may be considered in connection with subsequent disciplinary action for a period of one (1) year. Written reprimands may be considered in connection with subsequent disciplinary action for 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. If an employee is off duty on approved or unapproved leave, the length of time that prior discipline may be considered shall automatically be tolled on a day-for-day basis for any leave of fifteen (15) or more consecutive days, excluding PTO and compensatory time.

Section 10.8. Exceptions/Extensions To Time Deadlines.

- (A) If an investigation requires more time to complete, the parties may agree to extend the time period. Such extensions shall not be unreasonably withheld by the Union.
- (B) 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, pre-disciplinary meeting and results of pre-disciplinary meeting 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. This section does not prevent an employee from filing a grievance or proceeding through the grievance process because they filed a charge of discrimination with the EEOC/OCRC; but in the event that there are changes in the law that allow exclusivity of remedy for charges of discrimination, the Union and the City shall enter into good faith negotiations to address and permit the exclusivity of remedy for charges of discrimination.

Section 11.3. Time Limits.

- (A) A grievance must be filed in writing within thirty (30) days after the occurrence of the first event giving rise to the grievance, or within thirty (30) days after the Union or the affected employee(s), through the use of reasonable diligence, could have known of the first event giving rise to the grievance. If a grievance is not presented within this thirty (30) day filing deadline, it is "waived" and may not be pursued further by the aggrieved employee(s) or the Union. The City's underlying action and/or decision will therefore be final and binding. If the Union's investigation and/or filing of a potential grievance requires more time to complete, the parties may agree to extend the time period. Such extensions shall not be unreasonably withheld by the City.
- (B) If a grievance at any Step is timely filed but is not appealed to the next step within the specified time limit or an agreed extension thereof, it is resolved and the City's answer in the immediate Step below will be final and binding. Failure at any step of this procedure to hold a hearing or meeting or issue 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 parties are encouraged to resolve through informal discussions any grievances as defined herein. When specifically requested by the employee, an AFSCME representative may accompany the employee to assist in the informal resolution of the grievance. Such informal discussions are not to be construed as a part of the grievance procedure.

If no informal discussions take place or if such informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, 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 Division, with a copy to Columbus Public Health Human Resources office. The Division shall hold a hearing with the employee and the Steward (or Local Union Vice-President in their absence) within ten (10) days after receipt of the grievance. The Division or designee shall issue a written answer, after review by the Appointing Authority's office, to the employee and the Steward (or Local Union Vice-President in their absence) within fifteen (15) days after the meeting. 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 is resolved.
- (B) Step 2.
- (1) Hearings for Non-Disciplinary Grievances. If the grievance is not resolved 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 Division and the employee, the Steward, the Local Union President or the Vice-President, and/or a representative of Ohio Council 8 within fifteen (15) days after receipt of the grievance. The Health Commissioner or designee shall issue a written answer to the employee and the Local Union President within fifteen (15) days after the Step 2 hearing.
- (2) Hearings for Disciplinary Grievances. In disciplinary cases, a grievance must be filed at Step 2 by the Union within thirty (30) 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 Division shall hold a hearing with the employee and no more than two (2) representatives of the Local Union to include the Steward, the President or the Vice-President, and/or a representative of Ohio Council 8 within fifteen (15) days after receipt of the grievance. The Health Commissioner or designee, after consultation with the Appointing Authority or designee, shall issue a written answer to the employee and the Local Union President within fifteen (15) days after the Step 2 hearing.

(C) Step 3 – Arbitration

- (1) If the grievance is not resolved 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 (FMCS) or, if FMCS is unable, unresponsive, and/or untimely sending the parties a list of arbitrators, either party may request a list of arbitrators from the American Arbitration Association (AAA) to 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 one hundred eighty (180) 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 their selection by a joint letter from the Health Commissioner or designee and the Union requesting that they 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. In discipline cases, the arbitrator must apply the preponderance of the evidence evidentiary standard. 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 within the Columbus Public Health Division involved and not precedent setting for the City, Department, or other Divisions. 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 covered by this Contract.
- (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 and Stewards. 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. 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 their Steward or other Union representative authorized to act in the place of the Steward as provided in Article 6 (Steward, Union President or Vice-President) shall be allowed time off from regular duties with pay for attendance for Step 1 grievance hearing with proper notification to their respective supervisors. No more than two (2) representatives of the Local Union to include the Steward, the President, or the Vice-President, shall be permitted time off from regular duties with pay to attend hearings and meetings under the grievance procedure with proper notification to their respective supervisors as provided in Article 6. The appropriate Union representative 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 divisions 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, PTO 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 and shall be filed directly at Step 2:
 - (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 their classification.

Section 13.3. Role of Seniority in Filling Vacancies in Position Assignments.

When a vacancy in a job classification occurs, 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, classification seniority shall determine the filling of the vacancy unless an exception described in Section 13.3(C) applies.
- (B) Position Assignments with Specialized Qualifications. Vacancies, 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 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.
- (C) Restrictions on Reassignments and Transfers
 - (1) Employees must be in Active Status, on Holiday leave, PTO, 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;
 - (2) Employees with disciplinary charges that resulted in time lost within the past three (3) years or who are in their respective probationary periods and have indicated interest to be reassigned or transferred to a vacant position, may be accepted or denied such reassignment or transfer at the discretion of management with responsibility to the vacant position;
 - (3) An employee who is in a position with specialized qualifications who has indicated interest to be reassigned or transferred to a vacant position without specialized qualifications may have the reassignment or transfer delayed up to 120 days to fill the employee's position with special qualifications. If an employee's reassignment or transfer is delayed, the vacant position must be held open for that employee; and
 - (4) An employee may exercise their classification seniority rights no more than once within a one hundred eighty (180) day period under this Section 13.3. This only applies to the employee granted the position.
- (D) Leave of Absence to Accept Another Job Classification. An employee may be granted a leave of absence in accordance with the Civil Service Commission Rule(s) if the employee accepts appointment to another classification until that probationary period is completed.

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.

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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 initially exceed ninety (90) days and may be extended no more than thirty (30) days at the discretion of the Appointing Authority or designee. 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 their regular job duties above or below their 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 26.6.
- (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 per calendar year, unless extended by mutual agreement of the parties.
- (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 layoff.

Section 15.4. Bumping.

A laid-off employee may have bumping rights within the same class to another division within the same department, to a lower class within the same class series or to a class in the same job family in which they previously served and for which they are qualified. No laid-off employee may bump another employee in accordance with the provisions of this section, unless they have 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 their 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 their 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 they are 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 Regular Schedule.

The normal workweek for full-time employees is forty (40) hours of work, exclusive of the time allotted for lunch periods. Each full-time employee will be provided with a regular schedule, which shall include two (2) or more consecutive days off. An employee may request and the City may, within its sole discretion, grant the request to flex an employee's regular schedule within a given workweek, provided that the employee maintains their regular two (2) or more consecutive days off. [The parties intend to maintain existing regular schedules at implementation of this contract. Any changes to existing regular schedules will go through the Section 16.2 process.]

Section 16.2. Changes in Normal Workweek Regular Schedule.

(A) Permanent Changes to Normal Workweek and Regular Schedule.

- (1) In situations where the City believes that a change to a position's regular schedule is needed for operational efficiency and effectiveness, the City will give the Union President written notice of the proposed work schedule and a list of those job classification(s)/position assignment(s) affected at least twenty-eight (28) days in advance of any proposed change(s).
- (2) If the Union wants to bargain about the proposed change(s), the Health Commissioner or designee and two (2) representatives from the Department shall meet with no more than two (2) Union representatives selected by the Local 2191 President to negotiate the proposed schedule changes as well as the impact of such change(s) on matters such as holidays, sick leave, PTO, etc. In the absence of an agreement being reached within fourteen (14)-days, the City may, at the end of the twenty-eight (28)-day period, implement its proposed schedule.
- (3) 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 regular schedule pending further negotiations and/or agreement on a different schedule.
- (4) 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.
- (5) 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 twenty-eight (28) days prior notice, or a shorter timeframe if agreed to by the employee, of a permanent regular schedule change. Reassignment of employees to new or revised regular 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) Temporary Change in Regular Schedule. Temporary regular 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 fourteen (14) days prior notice of a temporary regular 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 Weekly Overtime - Over Forty (40) and Up to Forty-Eight (48) Hours. All hours

over forty (40) and up to forty-eight (48) will be paid time and one-half for time worked, provided the employee has accumulated over forty (40) straight-time rate hours in paid status during the workweek. For purposes of this Subsection (A), paid status shall not include PFL, Precinct Election Official Leave, sick leave, injury leave or disability leave.

- (B) Calculation of Weekly Overtime - Over Forty-Eight (48) Hours. Double time will be paid for time worked provided the employee has accumulated forty-eight (48) hours in paid status during the workweek. For purposes of this Subsection (B), paid status shall not include PFL, Precinct Election Official Leave, sick leave, injury leave or disability leave.
- (C) Employee Eligibility.
- (1) Except employees in an overtime-exempt job classification, an employee and the Appointing Authority or designee may mutually agree that an employee will receive compensatory time for overtime worked as described in Section 16.4(A) and (B).
 - (2) Employees in an overtime-exempt job classification are not eligible for overtime compensation, either in cash payment or compensatory time,
 - (3) If a state of emergency is declared per Article 34 of this Agreement and an employee in an overtime exempt classification is assigned to perform duties in response to the declared emergency that require the employee to work greater than forty (40) hours within a workweek, the employee shall be paid emergency pay equal to time and one-half (1 ½) for all time worked in excess of forty (40) hours in the seven (7) day workweek period, provided the employee has accumulated forty (40) straight-time rate hours in paid status during the workweek. For purposes of this Subsection (C), paid status shall not include PFL, Precinct Election Official Leave, sick leave, injury leave, disability leave.

Section 16.4. Voluntary Overtime.

- (A) Voluntary Overtime Equalization.
- Overtime-eligible employees within the same classification and with the same work capabilities within the same Operating Section shall have an equal opportunity to earn voluntary overtime pay on a continuing basis. 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.
- (1) The opportunity for overtime work shall be computed by totaling overtime earned plus overtime offered but declined.
 - (2) If overtime is cancelled by management the hours will not be charged.
 - (3) Post-training new hires, transferees, and those employees returning to the Operating Section from an extended leave shall be initially assigned the highest number of overtime hours in the Operating Section in order to place them on the overtime equalization list.
 - (4) All overtime, whether in class or out of class, shall be recorded on the same overtime equalization list.
- (B) Voluntary Overtime Distribution Procedures.
- (1) On each occasion the opportunity to work scheduled overtime shall be offered to the employees 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 their 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 them shall be credited to their overtime hours.
 - (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; PTO or compensatory time of three (3) workdays or less; or their 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, they 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. Beginning the first pay period of each payroll year, each employee listed on each overtime equalization list will have their overtime offered/worked balances reset to zero (0) hours.

Section 16.5. Mandatory 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 their given classification.
- (B) 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 Appointing Authority or designee 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 workday. The rest period shall be scheduled at the middle of each half workday 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 workday, 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 workday. Whenever possible the lunch period shall be scheduled at the middle of each full workday. When there is an extension of the regular workday 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 workday starting time will be allowed without disciplinary action unless frequent abuse occurs. Employees shall not be required to communicate when they expect to arrive at work within the grace period described in this section.

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 their 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 them to report as directed. Employees shall be required to contact their respective immediate supervisors by calling the City phone number provided by the supervisor or by other means of communication approved at the discretion of the employee's chain-of-supervision.

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, overtime eligible, employees. Compensatory time may only be earned in lieu of cash payment for authorized time worked on a premium basis. The Appointing Authority and the employee may mutually agree that the employee will receive compensatory time for time worked over forty (40) hours in any workweek.
- (C) The following conditions shall govern the use of compensatory time:
 - (1) Compensatory time upon request by the employee may be taken by the employee at such time or times as may be approved by the Appointing Authority.
 - (2) An employee who is about to be separated from City service for any reason or promoted to an exempt position and who has an unused compensatory time account balance to their credit shall be paid such account balance upon separation or immediately upon promotion. Such payment shall be calculated by multiplying the employee's regular hourly straight time wage rate by the number of hours in their 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 Operating Section and the 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. Telecommuting.

An Appointing Authority or designee may permit employees, by mutual agreement, to telecommute on a temporary, occasional, or regular basis dependent upon operational efficiencies and essential functions. Employees granted permission to telecommute will be required to attend in-person meetings or appointments as determined by the Appointing Authority or designee and are not entitled to any additional pay, reimbursement, or incentives for reporting to a location as directed by their Appointing Authority or designee. The employees' telecommuting arrangement must be in writing and approved in advance by the employee's manager or supervisor and shall be kept on file with the Department's Human Resources. Only those employees with written telecommuting arrangements will be expected or permitted to telecommute. The Appointing Authority's decision to allow, refuse, revise, or revoke permission to telecommute is not grievable, except under Article 9, No Discrimination or Coercion.

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
Juneteenth, June 19
Independence Day, July 4
Labor Day, the first Monday in September
Indigenous People's Day, the second Monday in October
Veterans' Day, November 11
Thanksgiving Day, the fourth Thursday in November
Day After Thanksgiving, the fourth Friday of November
Christmas Day, December 25
Any other holidays proclaimed by the Mayor

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 PTO Periods.

For each holiday observed 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 PTO, such day shall not be charged against PTO. 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, overtime eligible, employee working a forty (40) hour workweek works on a day celebrated as an eight (8) hour holiday, in addition to their regular eight (8) hour holiday pay, they shall be paid at the rate of time and one-half for all hours worked.

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 PTO, 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 their 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. If the employee submits documentation from a physician or other licensed health care provider for each use of sick leave for the day before or the day after the holiday, the employee will be eligible for holiday pay. 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) PTO, (2) earned compensatory time, (3) personal leave without pay or (4) a regular day off which they are allowed to work.

Section 17.7. Holiday Pay for Regular Schedule Days Longer than Eight (8) Hours.

If an Appointing Authority maintains an employee's regularly scheduled workday of more than eight (8) hours in a holiday week, the employee will be paid holiday pay for the hours of their 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.

Final Draft

ARTICLE 18 – PAID FAMILY LEAVE (PFL)

Section 18.1. Paid Family Leave

Each full-time employee shall be granted up to twelve (12) weeks of Paid Family Leave (PFL), on a gender neutral basis, at one hundred percent (100%) of the employee's regular straight time wage per rolling twelve (12) month period measured backward from the date leave begins. The City shall comply with the Family Medical Leave Act ("FMLA") and any current or future amendments to the Act.

Section 18.2. Employee Eligibility

Full-time employees are eligible for PFL on the first day of the first month following their date of hire. Employees are entitled to twelve (12) weeks of PFL per rolling twelve- (12) month period. PFL does not accrue and cannot be carried over beyond the rolling twelve- (12) month period. PFL is limited to twelve (12) weeks of paid leave per rolling twelve- (12) month period, regardless of the number of eligible uses that occur within that twelve-(12) month period.

Section 18.3. Eligible Uses

Paid Family Leave shall be allowed for full-time employees in the following situations:

- (A) Birth of a Child. Eligible uses include birth of a child, pregnancy complications (as defined and/or qualify as a serious health condition under the FMLA), a miscarriage, or a stillbirth. The employee must be the birth parent, a biological parent, the spouse of a birth or biological parent, or the domestic partner (provided the terms of Ordinance No. 1077-2010, as amended are met) of a birth or biological parent. The employee may use any or all of the twelve (12) weeks of PFL within the twelve (12) months immediately following the date of the event giving rise to the eligible use. Any unused leave expires twelve (12) months after the date of the event giving rise to the eligible use.
- (B) Placement of a Child for Adoption or Foster Care. The employee must be the adoptive parent or the spouse or domestic partner of the adoptive parent and must reside in the same household as the newly adopted or foster-care-placed child. The employee becomes eligible for PFL on the date of the child's permanent placement for adoption or initial placement for foster care and may use any or all of the twelve (12) weeks of PFL within the rolling twelve (12) months immediately following the placement. Any unused leave expires twelve (12) months after the child's placement.
- (C) Family Caregiving. The employee is entitled to PFL to care for a Covered Family Member with a serious health condition. The definitions of spouse, parent, child, and serious health condition are consistent with FMLA's definitions of the same, except that for purposes of PFL for family caregiving "parent" also includes a parent-in-law and "spouse" includes domestic partners. In addition, PFL for family caregiving may also be used to care for siblings (defined as "biological, adopted, foster, step, and sibling-in-law"). Any unused leave expires twelve (12) months after the first day on which PFL is taken to care for the Covered Family Member's serious health condition.

Section 18.4. Coordination with Other Leave

- (A) FMLA. Employees may be eligible for PFL even though they are not eligible for FMLA leave. For employees who are on PFL at the time they become eligible for FMLA, their PFL will run concurrently beginning with their first day of FMLA eligibility. For employees who are eligible for FMLA on the first day they use PFL, PFL will run concurrently with FMLA. Any PFL granted for reasons permissible and eligible as FMLA leave shall count toward the twelve (12) week per year limitation and will be run concurrently with FMLA.
- (B) Short-Term Disability ("STD"). Employees who are eligible for a STD benefit due to their own medical condition that would also qualify them for PFL may choose to first use the STD benefit prior to using PFL, also commonly referred to as "stacking" the benefits. The employee may also choose to use a portion of the PFL coverage to supplement their STD benefit to cover any pay/salary gap between the STD benefit and their regular bi-weekly wages. After the employee's STD benefit is exhausted, the employee may then choose to use any remaining portion of their twelve (12) weeks

of PFL at their regular full pay rate.

Section 18.5. Continuation of Benefits While on PFL.

While an employee is on PFL, sick leave entitlement and PTO accruals, PERS contributions and all employee benefits shall continue uninterrupted and the City shall maintain applicable insurance benefits for the employee.

Section 18.6. Procedures and Qualifications

- (A) Employees shall give their Department/Division Human Resources notice of the intent to use PFL as soon as practicable under the circumstances of each eligible use.
- (B) Employees may use PFL in one continuous block of time, on scheduled intervals, or intermittently.
- (C) PFL may be used in increments of one-tenth (1/10) of an hour.
- (D) The City may, in its sole discretion, require submission of supporting documentation for an employee's request for PFL.
- (E) PFL may be used for multiple eligible reasons in any rolling twelve (12) month period, provided however that the benefit will not exceed twelve (12) weeks of leave in any rolling twelve (12) month period regardless of the number of eligible uses the employee may experience during the same time period.
- (F) PFL hours are not eligible for cash payout, do not carry over from year to year, and are not eligible for leave donation. Use of PFL shall not affect the employee's anniversary date for increases or seniority, nor will it constitute a break in service for computing service credits for Civil Service examinations.
- (G) An employee on PFL shall not work for another employer while on leave.

ARTICLE 19 – PAID TIME OFF (PTO)

Section 19.1. PTO Year.

The PTO 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. PTO Schedule and Accrual.

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

<u>Years of Total City Service</u>	<u>Hours Per Pay Period</u>	<u>Days Per Year</u>
Less than 3 years	4.924 hours	16 days
3 years but less than 6 years	6.769 hours	22 days
6 years but less than 13 years	8.308 hours	27 days
13 years but less than 20 years	9.846 hours	32 days
20 years but less than 25 years	10.462 hours	34 days
25 or more years	11.077 hours	36 days

- (B) PTO accrual rates are based on total full-time City service for all employees, including prior full-time service with the City of Columbus, 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 PTO accrual rate. Recognition of prior full-time service with the State of Ohio and any political subdivision of the State must be requested within one-hundred and twenty (120) days of hire with the Department.
- (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 PTO accrual rate. Adjustments to PTO 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 PTO 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 PTO Carryover/Payout.

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

<u>Years of Total City Service</u>	<u>Maximum PTO Balances</u>
Less than 3 years	176 hours (22 days)
3 years but less than 6 years	272 hours (34 days)
6 years but less than 13 years	384 hours (48 days)

13 years but less than 20 years	432 hours (54 days)
20 years but less than 25 years	464 hours (58 days)
25 or more years	496 hours (62 days)

At the end of the last pay period in the PTO year, employees may be paid for any PTO 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 PTO which would otherwise be forfeited as provided in this Section 19.3.

Section 19.4. Eligibility Requirements for PTO Accrual.

No PTO 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 their control, the employee's absence from work for the balance of that workday shall not be construed as unpaid work status for the purpose of this Article. While an employee is receiving temporary total benefits from the Bureau of Workers Compensation, PTO accruals will cease.

Section 19.5. Scheduling PTO.

- (A) All PTO shall be taken at such times as may be approved by the Appointing Authority. PTO may be taken in increments as small as one-tenth (1/10) of an hour with the approval of the Appointing Authority. Previously approved PTO may be canceled due to unforeseeable and exigent operational needs.
- (B) The determination of preferences for the purpose of scheduling PTO shall be based upon classification seniority within the Operating Unit, provided that once a PTO request is approved, a more senior employee may not cancel a less senior employee's PTO.

Section 19.6. PTO Payoff at Time of Separation.

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

Section 19.7. PTO Payoff at Death.

Notwithstanding the provisions of this Article, when an employee dies while in paid status, any unused PTO to their 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 PTO 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.

Section 19.8 PTO for Part-Time Employees

Effective the beginning of the 2027 PTO year, each part-time employee (non-seasonal and/or non-temporary) will receive twenty-four (24) hours of paid time off per PTO year. A part-time employee may request PTO upon reasonable notice and approval by the Appointing Authority of designee. PTO may be approved in increments of one-tenth (1/10) of an hour. Any balance of PTO remaining at the end of the PTO year will not be carried over from year-to-year. Paid time off will not be subject to buy-back or cashing in at the end of the PTO year, at the time of separation from City Service, or upon the employee's 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 their 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 their 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 their 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 they are eligible for sick leave, the employee shall retain their sick leave balance for the number of pay periods months they were in full-time status, but 3.692 hours shall be deducted from their paid sick leave account for each full pay period in which the employee is in part-time or seasonal status. No such deduction will apply to employees who are laid off and are compelled to bump into a part-time or seasonal position to retain continued employment.

Section 20.2. Eligible Uses and Procedures.

- (A) Sick leave with pay shall be allowed for full-time employees only in the following situations:
- (1) Illness of, or injury to, the employee, whether work or non-work related.
 - (2) Physical, dental or mental consultation or treatment of the employee by professional medical or dental personnel, whether work or non-work related.
 - (3) Sickness of a spouse, domestic partner provided the terms of Ordinance No. 1077-2010, as amended, are met, child, step-child, foster child, person for whom the employee is the legal guardian and upon prior approval of the Appointing Authority, a family member who is dependent on the employee for their health and well-being. [Note: This definition does not apply to the Family and Medical Leave Act.]
 - (4) Quarantine because of a contagious disease. The Appointing Authority shall require a certificate of the attending physician or other party given legal authority to quarantine persons due to contagious disease before allowing any paid sick leave under this Subsection.
 - (5) 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, domestic partner provided the terms of Ordinance No. 1077-2010, as amended, are met, child, step-child, foster child, brother, sister, parent, grandparent, grandchild, father or mother-in-law, son or daughter-in-law, brother or sister-in-law, stepfather or mother, step-sibling, a legal guardian or other person who stands in the place of a parent. Employees may also elect to use compensatory time or PTO instead of sick leave because of a death in the immediate family, or may use

a day of compensatory time or PTO to attend the funeral of an Aunt or Uncle.

- (6) Up to three (3) of the five (5) days in Subsection 20.2 (A)(6) above shall be paid as bereavement leave and not deducted from the employees sick leave bank.
- (B) Any leave which is granted under this Article 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) Except as set forth below, to be eligible for holiday pay, an employee must have worked, been on PTO, military leave, compensatory time, sick leave, or paid family 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 their 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. If the employee submits documentation from a physician or other licensed health care provider for each use of sick leave for the day before or the day after the holiday, the employee will be eligible for holiday pay. Employees returning from an extended illness the day after the holiday shall receive holiday pay.
- (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 they 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 their 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 their 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

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

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

- (B) Procedures. Each full-time employee who qualifies for sick leave benefits as of the first pay period of each year shall notify the Appointing Authority by February 1 of that 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 their total accrued unused sick leave. The remainder of their unused sick leave will be carried forward each year as their 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 their prior position. Such unused balance shall then be subject to all other provisions of this Article, with the exception of Section 20.7.

Section 20.6. 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 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 fifty-one (951) hours up to and including seventeen-hundred 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 fifty-one (1,751) hours up to and including twenty-five hundred 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 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 20.7. Payment of Sick Leave Balances at Death.

If an employee dies while in paid status, their unused sick leave account balance (less applicable withholding and any amounts owed by the employee to the City) shall be paid to their surviving spouse or domestic partner. In the event that the employee has no surviving spouse or domestic partner, 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 twelfth (12th) day of accident or illness for a maximum of twenty-six (26) weeks of disability benefits within a rolling 365-day period.

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 they so desires, elect to use all, part of, their accumulated but unused sick leave, or paid family leave, if applicable, in order to make up any difference between one hundred percent (100%) of their gross wages and the amount which they receive under the disability program, provided that all new sick leave accruals are exhausted before an employee may use the available balance in their 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 they receive during that time period. If the employee is capable of performing their 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 Department and Return to Work Notification.

An employee on disability leave shall maintain biweekly contact with the Department Human Resources Officer or designee during the period of time they are disabled. This requirement may be modified in writing by the Human Resources Officer for extended leaves. An employee shall notify the Human Resources Officer or designee at least seven (7) days before their 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 their 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) weeks per rolling twelve (12) months 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 PTO accruals shall cease. During the period in which an employee receives disability payments, they shall suffer no reduction in their 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.

Final Draft

ARTICLE 22 – INJURY LEAVE

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

The injury leave program is a benefit intended to cover employees, full-time and part-time, injured on the job. Injury leave will be approved according to the provisions of this Contract, and the rules and policies of the Human Resources Director or designee.

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

Section 22.2. Report of Injury.

Injuries believed to be service connected must be reported immediately to the employee's immediate or acting supervisor. The employee shall complete and submit the City of Columbus accident report to the Department's Human Resources representative within forty-eight (48) hours. If the employee is physically unable to comply with the forty-eight (48) hour deadline, the employee's immediate or acting supervisor will complete the accident report on the employee's behalf, and forward to the Department's Human Resources representative and the Department's Safety Officer. Failure to follow the reporting procedure may result in discipline. The City will confirm receipt of the accident report to the injured employee and the Union within forty-eight (48) hours of receipt.

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

Section 22.3. Payment for Absence on Day of Injury.

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

Section 22.4. Requirements for Receiving Injury Leave.

- (A) Requirements for Receiving Injury Leave. All employees shall be allowed Injury Leave with pay up to a maximum of forty (40) workdays per year, not to exceed a total of eighty (80) workdays, per allowed BWC claim number upon verification of the following:
 - (1) An order of the BWC, Industrial Commission or court allowing the workers' compensation claim for the conditions disabling the employee per MEDCO 14 or equivalent presented by the approved medical provider and the City has not appealed the claim allowance; and
 - (2) A BWC approved medical provider of the employee's choosing determines that the employee is temporary and totally disabled; and
 - (3) The employee submits a MEDCO 14 or equivalent issued by the employee's BWC approved medical provider of record to the Department's Human Resources representative. Injury leave will continue to be paid as long as supported by MEDCO 14 or equivalent from the employee's BWC approved medical provider.
- (B) Return to Work. No employee on injury leave shall be returned to work without the written approval of the employee's BWC approved medical provider.
- (C) Continued Contact with Department and Return to Work Notification. An employee on injury leave shall maintain biweekly contact with the Department's Human Resources representative or designee during the period of time they are injured. This requirement may be modified in writing by the Department's Human Resources representative or designee for extended leaves. An employee shall notify the Department's Human Resources representative or designee at least seven (7) days before their expected return to work date to reconfirm that date.
- (D) Employees receiving Injury Leave shall not:
 - (1) Engage in any outside activity inconsistent with restrictions or medical advice or that adversely affects the employee's recovery, as established by the employee's BWC

approved medical provider; or

- (2) Knowingly make a false or misleading statement, or alter, falsify, destroy or conceal any document in order to receive the injury leave.

Violation of this Section may result in discipline.

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

- (1) When the employee's BWC approved medical provider releases the employee back to work or for transitional duty; or
- (2) For work hours during which the employee is incarcerated; or
- (3) When Temporary Total benefits under the employees workers' compensation claim are denied by the BWC or Industrial Commission; or
- (4) When the Industrial Commission, or the employee's BWC approved medical provider determines that the employee is no longer entitled to Temporary Total benefits because the employee has reached Maximum Medical Improvement, unless such benefits are reinstated following an appeal to court; or
- (5) If the employee is disqualified from workers' compensation benefits; or
- (6) If the employee accepts workers' compensation Temporary Total disability benefits; or
- (7) When an employee is provided an opportunity to perform transitional duties within the restrictions provided by the employee's BWC approved medical provider and refuses.

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

- (F) Errors and Fraud. Injury leave found to be paid in error due to the employee's return to work, medical evidence of ability to return to work, employee's refusal to return to work in a transitional duty assignment approved by the employee's BWC approved medical provider, or the fraudulent receipt of injury leave while performing work outside employment shall be promptly repaid to the City.
- (G) Forty (40) Day Fitness Hearing. After forty (40) workdays, the City may conduct a hearing to determine the employee's ability to perform the essential functions of their classification.
- (H) Coordination with FMLA Leave. Any injury leave which is granted for reasons permissible under an FMLA leave shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave.
- (I) Vocational Rehabilitation. If the Physician of Record indicates an employee is medically eligible to participate in vocational rehabilitation, the employee shall agree to participate in the Bureau of Workers' Compensation voluntary vocational rehabilitation program. In the event the employee chooses not to participate, the Appointing Authority will be notified in writing and injury leave with pay will be denied.

Section 22.5 Use of Other Leaves Pending Decision on Injury Leave.

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

Section 22.6. Use of Injury Leave for Medical Examinations/Treatment and Certain Related Hearings.

Pursuant to rules established by the Director of the Human Resources Department or designee, time off for the purpose of medical examination, including examinations by the Bureau of Workers' Compensation, for the purpose of medical treatment or allowance, and/or treatments resulting from an injury approved under the injury leave program, shall be charged to injury leave. Examinations, by the Bureau of Workers' Compensation, for purposes of permanent partial awards are not eligible for 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 their current pay status during duty hours at the time of Bureau of Workers' Compensation hearings or Industrial Relations Board hearings if the employee provides their 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 22.7. Continuation of Benefits while on Injury Leave.

While an employee is on approved injury leave with pay, sick leave entitlement and PTO accruals, PERS contributions and all employee benefits shall continue uninterrupted and the City shall maintain applicable insurance benefits for the employee until such time as the employee returns to duty or is terminated from employment. Upon proof that an employee is receiving payments in lieu of wages from the Ohio Bureau of Workers' Compensation, sick leave entitlement and 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 22.8. 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 22.9. 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 Uniformed Services as defined by law shall be granted military leave of absence with pay when ordered to service in the Uniformed Services (including but not limited to active duty for training or annual training) for a period or periods not to exceed twenty-two (22) eight (8) hour work days (176 hours), whether or not consecutive, during each calendar year. In the event the Chief Executive Officer of the State of Ohio or the Chief Executive Officer of the United States declares a state of emergency exists, the employee, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this Section 23.1 for a period or periods, not to exceed twenty-two (22) eight (8) hour work days (176 hours), whether or not consecutive, during each calendar year.
- (B) An employee shall be paid their 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, including designating such leave as paid or unpaid, and reinstating employees upon the conclusion of said leave. The City will maintain the benefits offered under all applicable laws effective as of June 1, 2017 regardless of whether the laws are later revised to reduce the benefits provided therein.

Section 23.2. Jury Duty Leave.

- (A) Full-time employees serving upon a jury in any court of record of Franklin County, Ohio, or adjoining counties shall be paid their 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 their jury duty.

Part-time employees serving upon a jury in any court of record of Franklin County, Ohio, or adjoining counties shall be paid their 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, they shall present such notice to their 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 their supervisor upon return to work.
 - (2) When an employee is required to be in court for jury duty they 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 their assigned shift, they shall return/report to work. Alternatively, the employee, at their option, may charge such duty time at the beginning

or end of their shift as PTO 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 provided the Appointing Authority is given prior notice as soon as the employee knows the date of the examination. Any employee taking a required examination pertinent to their 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. PTO 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) weeks per rolling twelve (12) months 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.

Section 23.7. Precinct Election Official Leave

- (A) Eligibility. Any employee who is a registered voter of Franklin County, who resides in the City of Columbus, and who meets the other requirements established by law and the Franklin County Board of Elections may request Election Official Leave with pay for the purposes of being a judge of an election engaged by the Franklin County Board of Elections.

The employee must obtain written authorization for paid Precinct Election Official Leave from the Appointing Authority prior to contacting the Board of Elections to register as a judge of an election. The Appointing Authority reserves the right to reject an application based on operational need. Should several employees apply who perform a similar function and

operational need dictates that not all may participate, then priority shall be given by the Appointing Authority on the basis of the order in which applications are received.

- (B) If the Board of Elections refuses to place an employee with prior approval for Precinct Election Official leave, the employee must report to work during the employee's regular work hours.
- (C) Leave for Training. The employee will be required to attend Precinct Election Official training courses as mandated by Ohio law. Training will be conducted by the Franklin County Board of Elections. Training held during the employee's normal working hours will be covered under the Precinct Election Official Leave Program. This paid leave for Precinct Election Official training will not be considered "hours worked" for purposes of computing overtime. The employee's prompt return to work on the employee's next regular working day is expected, and violation of such is subject to the normal policies and procedures of the employee's appointing authority.
- (D) Election Leave & Pay. An employee using Precinct Election Official Leave is entitled to the regular compensation awarded to judges of elections under Ohio law and as established by Franklin County Board of Elections in addition to the employee's Precinct Official leave with pay. This leave with pay is not considered "hours worked" for the purpose of computing overtime. As verification that the employee serves as a Precinct Election Official on Election Day, the employee shall submit a copy of the employee's poll worker paycheck or pay stub provided by the Board of Elections subsequent to each election worked. Following Election Day, the employee's prompt return to work on the employee's next regular working day is expected, and violation of such is subject to the normal policies and procedures of the employee's Appointing Authority.

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 their absence;
- (C) The employee leaves the workplace without notifying and/or securing the approval of their supervisor;
- (D) The employee leaves the workplace without adequate approval, e.g., they leave a written request for leave but leaves without finding out if their 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 their 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 their 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 be for a period of up to one (1) year, based upon the needs of the particular educational program. The length and timeframe of the employee's leave will be mutually established as early as possible, but no later than prior to the leave beginning. The employee's educational pursuits must be 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 their sick leave and PTO 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 their 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 their rank, grade or seniority enjoyed at the time of their 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 their discharge from the Armed Forces, other than a dishonorable discharge, shall be returned to the position they held immediately prior to their 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 their physical and mental condition has not been impaired to the extent of rendering them incompetent to perform the duties of the position they previously held. Such employee must request restoration to their position within ninety (90) calendar days of receiving a discharge, other than a dishonorable discharge, from the Armed Forces or their 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 they 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.

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-month period for eligible purposes. The final regulations promulgated in 1994 of the Family Medical Leave Act and any amendments to the Act enacted by the federal law are hereby incorporated as fully rewritten. Further, the City will maintain the practice of computing the twelve (12) month period as a rolling twelve (12) month period measured backward from the date leave is used.

ARTICLE 25 – DRUG AND ALCOHOL TESTING

Section 25.1. Prohibited Conduct.

Employees shall be prohibited from:

- (A) Reporting to work or working under the influence of alcohol or medical marijuana; or
- (B) Consuming or possessing alcohol or medical marijuana at any time while on duty, or anywhere on any City premises or while driving on City business; or
- (C) Possessing, using, being under the influence of, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place; or
- (D) Abusing, illegally distributing or selling any prescription drug; or
- (E) Failing to report to their supervisor any work-related restrictions imposed as a result of prescription or over-the-counter medication they are taking; or
- (F) Using any adulterants or otherwise tampering with 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 medical marijuana, or consuming or possessing alcohol or medical marijuana in violation of this Article; or 2) is possessing, using or under the influence of illegal drugs; or 3) is 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. A CDL holder with an alcohol level of .02 to .0399 shall be relieved of duty but the result will not be considered positive. Alcohol levels of .04 or higher shall be considered positive; the employee will be referred to EAP and will be required to take a return-to-duty test. The parties will work together to improve the process of reasonable suspicion testing.

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

- (B) **Random Testing.** All employees required to possess a Commercial Driver's 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 vehicle on City business, who are involved in a vehicular accident where any of the following occurs:
 - (1) A fatality; or
 - (2) The employee receives a citation, and the 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 their available PTO 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 made prior to an accident, prior to selection for random testing, and prior to the City's reasonable suspicion.
- (C) Failure to cooperate and a refusal to test shall be construed as a positive test result. Any drug test, which reveals the presence of adulterants, shall be construed as a positive test.
- (D) Any employee who has completed their 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 their 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. Failure to comply with EAP's recommendations may subject an employee to disciplinary action up to and including termination.
- (E) Any non-CDL holder who tests between .04 - .0599 of alcohol shall be relieved of duty for the remainder of their scheduled work day, but may elect to use PTO or compensatory time to cover this absence. Any non-CDL holder who tests .06 or higher shall be considered positive; the employee will be referred to EAP and will be required to take a return-to-duty test.
- (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 Grades and Rates of Pay.

- (1) Effective as soon as practicable after the effective date of this Agreement, 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 A.

2026	2%	-	-	-	-	-	-	-	-	-	-	-
GRADE	A	B	C	D	E	F	G	H	I	J		J+
APRN	\$48.20	\$49.52	\$50.87	\$52.22	\$53.55	\$54.89	\$56.24	\$57.58	\$58.93	\$60.29	—	\$66.27
82	\$43.21	\$44.42	\$45.61	\$46.83	\$48.02	\$49.23	\$50.43	\$51.63	\$52.86	\$54.06	—	\$59.44
81	\$41.16	\$42.30	\$43.44	\$44.59	\$45.74	\$46.88	\$48.02	\$49.17	\$50.34	\$51.49	—	\$56.61
80	\$39.20	\$40.29	\$41.38	\$42.47	\$43.55	\$44.66	\$45.75	\$46.84	\$47.94	\$49.04	—	\$53.90
79	\$37.32	\$38.37	\$39.41	\$40.45	\$41.47	\$42.51	\$43.55	\$44.61	\$45.66	\$46.70	—	\$51.34
78	\$35.56	\$36.54	\$37.53	\$38.53	\$39.52	\$40.49	\$41.48	\$42.48	\$43.48	\$44.47	—	\$48.90
77	\$33.86	\$34.79	\$35.74	\$36.70	\$37.62	\$38.57	\$39.52	\$40.46	\$41.41	\$42.36	—	\$46.56
76	\$32.24	\$33.15	\$34.04	\$34.95	\$35.82	\$36.73	\$37.62	\$38.54	\$39.44	\$40.34	—	\$44.35
75	\$30.71	\$31.57	\$32.43	\$33.27	\$34.13	\$34.99	\$35.83	\$36.70	\$37.56	\$38.43	—	\$42.24
74	\$29.25	\$30.06	\$30.88	\$31.70	\$32.51	\$33.31	\$34.13	\$34.96	\$35.77	\$36.59	—	\$40.23
73	\$27.86	\$28.63	\$29.41	\$30.18	\$30.96	\$31.73	\$32.51	\$33.28	\$34.06	\$34.86	—	\$38.30
72	\$26.53	\$27.28	\$28.01	\$28.75	\$29.48	\$30.21	\$30.96	\$31.71	\$32.45	\$33.19	—	\$36.49
71	\$25.27	\$25.97	\$26.67	\$27.38	\$28.08	\$28.77	\$29.49	\$30.19	\$30.91	\$31.61	—	\$34.74
70	\$24.06	\$24.75	\$25.40	\$26.07	\$26.73	\$27.41	\$28.08	\$28.75	\$29.44	\$30.10	—	\$33.10
69	\$22.92	\$23.53	\$24.15	\$24.78	\$25.40	\$26.01	\$26.64	\$27.28	\$27.89	\$28.45	—	\$31.21
68	\$22.40	\$23.03	\$23.65	\$24.28	\$24.90	\$25.52	\$26.14	\$26.77	\$27.40	\$28.03	—	\$29.58
67	\$22.19	\$22.81	\$23.42	\$24.04	\$24.65	\$25.27	\$25.89	\$26.51	\$27.13	\$27.75	—	\$28.17
66	\$21.92	\$22.52	\$23.13	\$23.75	\$24.36	\$24.96	\$25.57	\$26.19	\$26.81	\$27.42	—	\$27.42
65	\$21.64	\$22.26	\$22.85	\$23.45	\$24.05	\$24.65	\$25.26	\$25.87	\$26.48	\$27.08	—	\$27.08

- (2) Effective at the beginning of the pay period which includes April 1, 2027 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 A.

2027	2%	-	-	-	-	-	-	-	-	-	-	-
GRADE	A	B	C	D	E	F	G	H	I	J		J+
APRN	\$49.16	\$50.51	\$51.88	\$53.27	\$54.62	\$55.98	\$57.37	\$58.73	\$60.10	\$61.50	—	\$67.59
82	\$44.07	\$45.31	\$46.53	\$47.77	\$48.98	\$50.21	\$51.44	\$52.67	\$53.91	\$55.14	—	\$60.62
81	\$41.98	\$43.15	\$44.31	\$45.49	\$46.65	\$47.82	\$48.98	\$50.16	\$51.34	\$52.52	—	\$57.74
80	\$39.98	\$41.10	\$42.21	\$43.32	\$44.43	\$45.55	\$46.66	\$47.78	\$48.90	\$50.02	—	\$54.98
79	\$38.07	\$39.14	\$40.20	\$41.26	\$42.30	\$43.36	\$44.43	\$45.50	\$46.57	\$47.63	—	\$52.36
78	\$36.27	\$37.27	\$38.28	\$39.30	\$40.31	\$41.30	\$42.31	\$43.33	\$44.35	\$45.36	—	\$49.88
77	\$34.54	\$35.49	\$36.46	\$37.43	\$38.37	\$39.34	\$40.31	\$41.27	\$42.24	\$43.21	—	\$47.49
76	\$32.89	\$33.81	\$34.72	\$35.64	\$36.54	\$37.47	\$38.37	\$39.31	\$40.23	\$41.15	—	\$45.24
75	\$31.33	\$32.20	\$33.08	\$33.94	\$34.81	\$35.69	\$36.55	\$37.43	\$38.31	\$39.20	—	\$43.08
74	\$29.84	\$30.66	\$31.49	\$32.34	\$33.16	\$33.98	\$34.81	\$35.65	\$36.49	\$37.32	—	\$41.03
73	\$28.41	\$29.20	\$30.00	\$30.79	\$31.58	\$32.37	\$33.16	\$33.95	\$34.74	\$35.56	—	\$39.07
72	\$27.06	\$27.82	\$28.57	\$29.33	\$30.07	\$30.82	\$31.58	\$32.35	\$33.10	\$33.86	—	\$37.22
71	\$25.77	\$26.49	\$27.21	\$27.93	\$28.64	\$29.35	\$30.08	\$30.80	\$31.52	\$32.24	—	\$35.44
70	\$24.54	\$25.24	\$25.91	\$26.59	\$27.27	\$27.96	\$28.64	\$29.33	\$30.03	\$30.70	—	\$33.76
69	\$23.38	\$24.00	\$24.64	\$25.27	\$25.91	\$26.53	\$27.18	\$27.82	\$28.45	\$29.02	—	\$31.84
68	\$22.85	\$23.49	\$24.13	\$24.76	\$25.40	\$26.03	\$26.67	\$27.30	\$27.95	\$28.59	—	\$30.17
67	\$22.63	\$23.26	\$23.89	\$24.52	\$25.15	\$25.77	\$26.41	\$27.04	\$27.68	\$28.31	—	\$28.74
66	\$22.36	\$22.97	\$23.60	\$24.22	\$24.85	\$25.46	\$26.08	\$26.72	\$27.34	\$27.97	—	\$27.97
65	\$22.08	\$22.70	\$23.31	\$23.92	\$24.53	\$25.15	\$25.76	\$26.38	\$27.01	\$27.62	—	\$27.62

- (3) Effective at the beginning of the pay period which includes April 1, 2028 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 A.

2028	2%	-	-	-	-	-	-	-	-	-	-	-
GRADE	A	B	C	D	E	F	G	H	I	J		J+
APRN	\$50.14	\$51.52	\$52.92	\$54.33	\$55.71	\$57.10	\$58.52	\$59.91	\$61.31	\$62.73	—	\$68.95
82	\$44.95	\$46.22	\$47.46	\$48.72	\$49.96	\$51.21	\$52.47	\$53.72	\$54.99	\$56.24	—	\$61.84
81	\$42.82	\$44.01	\$45.20	\$46.40	\$47.59	\$48.77	\$49.96	\$51.16	\$52.37	\$53.57	—	\$58.90
80	\$40.78	\$41.92	\$43.05	\$44.19	\$45.31	\$46.46	\$47.60	\$48.73	\$49.88	\$51.02	—	\$56.08
79	\$38.83	\$39.92	\$41.01	\$42.09	\$43.15	\$44.23	\$45.31	\$46.41	\$47.50	\$48.58	—	\$53.41
78	\$36.99	\$38.01	\$39.04	\$40.08	\$41.11	\$42.13	\$43.16	\$44.20	\$45.24	\$46.27	—	\$50.88
77	\$35.23	\$36.20	\$37.19	\$38.18	\$39.14	\$40.12	\$41.11	\$42.10	\$43.09	\$44.07	—	\$48.44
76	\$33.55	\$34.49	\$35.41	\$36.36	\$37.27	\$38.21	\$39.14	\$40.09	\$41.04	\$41.97	—	\$46.14
75	\$31.95	\$32.84	\$33.74	\$34.62	\$35.51	\$36.40	\$37.28	\$38.18	\$39.07	\$39.99	—	\$43.95
74	\$30.44	\$31.27	\$32.12	\$32.98	\$33.82	\$34.66	\$35.51	\$36.37	\$37.22	\$38.07	—	\$41.86
73	\$28.98	\$29.79	\$30.60	\$31.40	\$32.21	\$33.01	\$33.82	\$34.63	\$35.43	\$36.27	—	\$39.85
72	\$27.60	\$28.38	\$29.14	\$29.92	\$30.67	\$31.43	\$32.21	\$32.99	\$33.76	\$34.53	—	\$37.96
71	\$26.29	\$27.02	\$27.75	\$28.48	\$29.22	\$29.94	\$30.68	\$31.41	\$32.15	\$32.89	—	\$36.15
70	\$25.03	\$25.75	\$26.42	\$27.12	\$27.81	\$28.51	\$29.22	\$29.92	\$30.63	\$31.32	—	\$34.44
69	\$23.85	\$24.48	\$25.13	\$25.78	\$26.42	\$27.06	\$27.72	\$28.38	\$29.01	\$29.60	—	\$32.47
68	\$23.30	\$23.96	\$24.61	\$25.26	\$25.90	\$26.55	\$27.20	\$27.85	\$28.50	\$29.16	—	\$30.78
67	\$23.08	\$23.73	\$24.37	\$25.01	\$25.65	\$26.29	\$26.93	\$27.58	\$28.23	\$28.88	—	\$29.31
66	\$22.81	\$23.43	\$24.07	\$24.71	\$25.34	\$25.97	\$26.60	\$27.25	\$27.89	\$28.53	—	\$28.53
65	\$22.52	\$23.16	\$23.77	\$24.40	\$25.02	\$25.65	\$26.28	\$26.91	\$27.55	\$28.18	—	\$28.18

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

(1) **Pay Assignment of New Hires**

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.

The Health Commissioner may place a returning employee with prior City service in the highest Step they achieved prior to leaving City service, regardless of the employee's previous or current pay grade.

(2) Effective each year at the beginning of the pay period that includes April 1, with the exceptions listed in Section 26.2(B) below, all employees in Steps A through I will advance one step in their respective pay grades until year after they enter Step J.

(3) Employees in Step J will be eligible for merit pay consideration annually. [See Section 26.2(B)].

(4) At no time will an employee be paid higher than the Maximum hourly rate of Step J of the pay structure for their respective pay grade.

Section 26.2. Administration of Pay Plan.

(A) **Pay Rates.** All employees in the bargaining unit in Step A to the maximum pay rate for their respective pay grade shall receive a two percent (2%) pay increase as soon as practicable after the effective date of this Agreement; a two percent (2%) pay increase effective at the beginning of the pay period that includes April 1, 2027; and a two (2%) percent pay increase effective at the beginning of the pay period that includes April 1, 2028.

(B) The City shall continue a merit pay review system for employees in Step J. Those employees will be evaluated annually based on a calendar year evaluation period. If an employee meets or exceeds the requirements of the merit pay review system, the Appointing Authority may approve a merit pay increase through a one percent (1.00%) increase in their hourly rate. If an employee is in Step J and qualifies for a merit pay increase, but a one percent (1.00%) increase would result in an hourly rate that exceeds the maximum for their pay grade, the employee will receive an increase in their hourly rate up to the maximum, with any remainder to be paid as a lump sum to the employee, 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.

(C) **Additional Compensation or Benefits.** Except as provided in Section 26.6 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, PFL, PTO, 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 they were 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.

(D) **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.

- (E) 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 Section 26.6.

Section 26.3. Contributions to the Ohio Public Employees Retirement System (OPERS).

- (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.

All of the employee contribution shall be paid by the employee. 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.

Section 26.4. Report-In Pay.

When any full-time employee reports for work in their regular shift and has not received written notification from the Appointing Authority or their designee by the previous workday not to report, they shall be assigned at least three (3) hours of work at any available job, or in the event that no work is available, the employee shall be paid three (3) hours straight-time at their 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 30.12.

Section 26.5. Call-Back Pay.

A call-back is defined as an unscheduled work assignment which does not immediately precede or follow an employee's scheduled work hours (this provision, for example, does not apply to a pre-scheduled early call-in or in cases of overtime authorized as an extension of a regular shift). In any situation where notification of the overtime is given prior to the end of a scheduled shift, call-back pay shall not apply. When any full-time employee is required by the Appointing Authority or designee to report to work after the employee has been relieved of duty upon the completion of their regular schedule and does so report, the employee shall be paid for a minimum of four (4) hours at time and one-half their regular hourly rate. If the call-back occurs within two (2) hours of the start of the employee's regular shift, they shall be paid a minimum of two (2) hours at time and one-half their regular hourly rate. If an employee is called back to work, the employee will be paid from the time they leave their home until the time they are 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, when an employee conducts work via telework, or to employees in an overtime exempt job classification.

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 26.7, 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	\$ 750
More than 8 years of continuous service	\$ 850
More than 14 years of continuous service	\$ 950
More than 20 years of continuous service	\$1,050
More than 25 years of continuous service	\$1,150

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 \$2.85 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. Overtime eligible employees who work over forty (40) hours per week will be paid in accordance with Article 16 of this Contract.
- (C) If an overtime eligible 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. Pay Differentials.

- (A) When an overtime eligible employee works forty (40) hours in six (6) or more consecutive days, the employee shall receive a pay differential of seventy cents (\$0.70) per hour in addition to their regular rate of pay for all hours worked in the eighty (80) hour pay period.
- (B) Overtime eligible employees whose regular schedule requires a majority of the hours worked to occur between 3:00 p.m. and 11:00 p.m. and employees whose regular schedule requires them to work two or more Saturdays and/or Sundays per month shall receive a pay differential of one dollar (\$1.00) per hour in addition to their regular rate of pay for all hours worked in the eighty (80) hour pay period.

- (C) Other than in job classifications with minimum qualifications requiring second language proficiency and any related certifications, overtime eligible employees who are certified as having a second language proficiency and are directed in writing by the Department, within the Health Commissioner's sole discretion, to use the second language in their work, shall receive a pay differential of one dollar (\$1.00) per hour in addition to their regular rate of pay for all hours worked.
 - (1) If the employee is reassigned or transfers to a position that does not require the second language, the pay differential shall cease the first day of the first pay period that follows such reassignment or transfer.
 - (2) Any employee new to a position that requires certification of a second language, shall begin receiving the differential the first day of the first pay period after the employee provides proof of their certification.

Section 26.11. Adoption Assistance Program.

The City will continue an Adoption Assistance Program for adoptions whereby employees in full-time, non-seasonal classifications, with at least one year of continuous City service, may be eligible for adoption assistance up to three thousand five hundred dollars (\$3,500) per adopted child. Adoption of a "special needs" child may provide for assistance up to five thousand dollars (\$5,000). A "special needs" child is defined as a child qualified with special needs as described by each state agency under Title IV-E Program. Assistance will be on a reimbursement basis for specific adoption-related expenses. Only the following items will be considered for reimbursement:

- (A) Licensed adoption agency fees (including fees for placement and parental counseling);
- (B) State-required "pre-placement home study" and "post-placement supervision" program;
- (C) Charges for temporary foster care before placement. The foster care must be provided by an approved or licensed agency and will be limited to thirty (30) days; and
- (D) Charges for domestic transportation to obtain physical custody of the adopted child. Transportation charges must be reasonable and be for both the adoptive parents and the adopted child.
- (E) Legal Fees.
Financial assistance payments will be made after the adoption is finalized. A written request for reimbursement must be submitted to the Director of Human Resources along with the itemized bills. Written requests must be made within ninety (90) days after the adoption is finalized. Financial assistance payments will be made directly to the employee. The Department of Human Resources may request additional documentation regarding itemized bills.

ARTICLE 27 – INSURANCE

Section 27.1. Health Insurance.

The City shall continue to provide comprehensive major medical, dental, vision care, life insurance and prescription drug benefits for all full-time employees as are now in effect, with modifications as detailed below, for both the employee and family coverage. Employees shall become eligible for such benefits on the first of the month following their hire date. If hired on the first day of the first month, the employee's coverage will begin immediately.

(A) Comprehensive Major Medical.

- (1) Weight loss schedule limited to examination charges only. Food supplements in the treatment of obesity are excluded.
- (2) Services rendered by a Hospice Care program will be covered. Covered services include those services for which the employee and covered dependents are eligible during a hospital admission.
- (3) Physical therapy, occupational therapy and/or chiropractic visits will be covered up to a combined annual maximum of thirty (30) visits per person, based upon medical necessity.
- (4) Maternity benefits will be covered as follows: At least forty-eight (48) hours inpatient hospital care following a normal vaginal delivery; at least ninety-six (96) hours inpatient hospital care following a cesarean section; and physician directed follow-up care, unless the mother and attending provider mutually consent that the mother and child can be discharged earlier.
- (5) If the employee and/or dependent receive services from a preferred provider (PPO), reimbursements will remain at the current eighty/twenty percent (80/20%) coinsurance and will be subject to the single and family deductibles and out-of-pocket maximums listed in Appendix E.

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

- (6) If a preferred provider is not used, coinsurance will be reduced to sixty/forty percent (60/40%) of one hundred forty percent (140%) of the published reimbursement rates allowed by Medicare and subject to the single and family deductibles and out-of-pocket maximums listed in Appendix E. Any network modifications made by the plan administrator will apply.
- (7) Preventive care services, as defined and updated under the Affordable Care Act ("ACA"), will be provided by doctors and health care professionals within the City's plan provider network without cost-sharing (copayments, coinsurance and deductibles).

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

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

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

- (8) In addition to the preventive services provided for under the ACA, the City shall maintain preventive coverage and limits for the following services:

- (a) provide coverage for an annual (one (1) per calendar year) routine prostate/colon rectal cancer tests for men age 40 and over.
 - (b) for men age 40 and over, an annual (one (1) per calendar year) PSA blood test will be covered.
 - (c) provide coverage for one (1) baseline mammogram for women 35-39 years old.
- (9) Utilization review will determine the medical necessity of chiropractic visits.
 - (10) Prescription drug deductible charges are not payable under this medical contract.
 - (11) Any reference to UCR in this Contract or related plan documents shall be replaced by reasonable charges.
 - (12) The City will work with the Union to plan, promote, and provide wellness training and awareness.
 - (13) Eligible services, which shall include diagnostic, surgical and/or specialty services, and routine prostate/colon rectal cancer tests 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 twenty dollar (\$20.00) co-pay per in-network primary care physician visit (PCP includes Family, General, Internal, Pediatrician, and OB/GYN physicians) or mental health office visit, will apply.

The co-pay for specialty care physician office visits will be thirty dollars (\$30.00) per visit.

An emergency room visit will be subject to a one hundred fifty dollars (\$150.00) co-pay per visit and twenty percent (20%) co-insurance after the co-pay and deductible. If admitted, the co-pay will be waived.

An in-network urgent care visit will be subject to a thirty (\$30.00) dollar co-pay per visit. A non-network urgent care visit will be subject to a thirty dollar (\$30.00) co-pay per visit and forty percent (40%) co-insurance after the co-pay and deductible.

Mental services will not be subject to the emergency room or urgent care copays. Mental health office visits will not be subject to frequency limits.

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

Care rendered by non-network providers shall be subject to the annual deductible, co-insurance and out-of-pocket maximum as specified in Appendix E.

(B) Prescription Drug.

The City will provide a prescription drug coverage plan as set forth below that provides for the use of a formulary and prior authorization requirements:

- (1) The employee shall be responsible for a five dollar (\$5.00) co-pay for a Tier 1 drug. For a Tier 2 drug, the co-pay is fifteen dollars (\$15.00). For a Tier 3 drug, or if the prescription is written "dispense as written" and a lower tier drug exists, the co-pay is

thirty dollars (\$30.00). The annual out-of-pocket maximum for single contract per year will be two thousand dollars (\$2,000.00); the annual out-of-pocket maximum per family contract per year will be four thousand dollars (\$4,000.00).

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

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

- (3) The City's prescription drug coverage plan will include the following clinical programs:

(a) Formulary.

No changes to the formulary shall be effective until thirty (30) days following the date written notice is delivered to the Union. Tier changes to the formulary will happen once per year.

(b) Exclusions.

Under the exclusion program prescription drugs may be excluded from the formulary only if an equivalent generic or therapeutically equivalent prescription drug remains available on the formulary or over-the-counter.

(c) Prior Authorization.

(d) Step Therapy (trial of a lower cost drug before a higher cost drug is covered).

(e) Specialty Pharmacy.

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

- (4) Services Not Covered as noted in the Summary Plan Description:

- Experimental drugs.
- Drugs which may be dispensed without prescription.
- Non-prescription items.
- Medications which are covered under the terms of any other employer sponsored group plan, or for which the individual is entitled to receive reimbursement under Workers' Compensation for any other federal, state or local governmental program.
- Immunization Agents (except as defined or included in the ACA).
- Drugs deemed not medically necessary.
- Administration of prescription drugs.
- Any prescription refill in excess of the number specified by the physician or any refill dispensed after one (1) year from date of the physician's original order.
- Medication taken by, or administered to, the individual while a patient is in a licensed hospital, extended care facility, nursing home or similar institution which operates or allows to be operated, on its premises, a facility for dispensing drugs.
- Anti-obesity drugs.
- Dietary and food supplements.

- (5) Dispensing Limitation. Each prescription may be filled up to a maximum of a thirty (30) day supply at retail and ninety (90) days' supply at mail order.

- (6) Control Drug Management Program. The City's prescription drug program administrator will review prescriptions to assess whether abuse of narcotics and similar drugs may be occurring and will follow up with prescribing physicians as appropriate to further evaluate any suspected instances of abuse.
- (7) Misuse of Prescription Drug Program. Misuse or abuse of the prescription drug program, verified by the appropriate law enforcement agency, shall result in suspension of the employee's prescription drug card for a period of twelve (12) months. As used herein, verification of misuse or abuse of the prescription drug program occurs when the appropriate law enforcement agency files criminal charges against the employee or dependent, or refers (diverts) the employee or dependent to a counseling and rehabilitation program in lieu of criminal charges. If the employee/dependent is found not guilty, the prescription drug card shall be reinstated.

(C) Dental. Dental general anesthesia administered by the dentist is a covered service.

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

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

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

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

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

Emergency Admissions. Emergency inpatient hospital confinements including inpatient psychiatric treatment must be certified within forty-eight (48) hours of admission, unless the employee is incapable of communicating with the City due to their 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) 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.

(5) 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.

(6) 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.

(7) The City shall engage a cancer treatment advocate as soon as reasonably practicable and offer its benefits and services to all covered employees.

Section 27.2. Life Insurance.

- (A) The City shall provide term life insurance, not to exceed two hundred thousand dollars (\$200,000), for all eligible employees. The City shall maintain term life insurance in the amount of one and one-half times the employee's straight-time hourly rate in effect at the time of death, multiplied by 2,080 hours, or twenty-seven thousand dollars (\$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 seventeen thousand seven hundred dollars (\$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 ten thousand five hundred thirty dollars (\$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, which provides the following:

- (A) Out-of-network reimbursement schedule of:
- | | |
|-----------------------------|----------|
| 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 | \$210.00 |
| Contact Lenses – cosmetic | \$ 90.00 |
- (B) For in-network care:
- (1) Frames and contact lenses will be reimbursed up to one hundred fifty dollars (\$150.00);
 - (2) The cost of polycarbonate lenses are covered in full; and
 - (3) A copay of forty dollars (\$40.00) is applied for standard contact lens fit and follow-up exams.

Section 27.4. Eligibility for Insurance Plans.

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

Employees shall become eligible for the benefits outlined in Sections 27.1 through 27.3 on the first of the month following their hire or appointment date unless hired or appointed on the first of the month, whichever is applicable.

Full-time employees may waive coverage in the employee insurance programs during new hire period or the annual open enrollment month in each calendar year. Once the waiver is executed, the employee must wait until the annual open enrollment month in a subsequent year to re-enroll in the benefit plans. In the event of a Qualifying Life Event (divorce, legal separation, the death of a spouse or the spouse involuntarily loses family coverage through the spouse's employer), the employee may enroll with the City of Columbus insurance program within thirty (30) days of such event date.

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

Section 27.5. Employee's Monthly Premiums.

- (A) The monthly premium for full-time employees hired before September 1, 2017 who participate in the City's insurance programs shall be an amount equal to fifteen percent (15%) of the funding rate established by the actuary for the City. The monthly premium for all full-time employees hired on or after September 1, 2017 who participate in the City's insurance programs shall be an amount equal to twenty percent (20%) of the funding rate established by the actuary for the City. It is the intent of the Parties that the increased cost of premiums for new hires on or after September 1, 2017 shall be shared equally based upon the number of bargaining unit employees enrolled in the City's insurance program as of the pay period that includes July 1. The monthly premium includes the difference between the applicable premium for those hired before September 1, 2017 (15%) and the premium for those hired on or after September 1, 2017 (20%).

The monthly premium contribution for the High Deductible Health Plan (HDHP)/Health Savings Account (HSA) design option shall be sixty dollars (\$60.00) per month less than the single rate established as the funding rate and one hundred sixty dollars (\$160.00) per month less than the family rate established as the funding rate.

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

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

- (B) **Tobacco Surcharge.** An employee hired on or after January 1, 2018 who participates in the City's insurance program and uses tobacco, the employee will be charged a twenty-five dollar (\$25.00) per month surcharge.
- (C) Providing the employee continues monthly premium coverage payments, insurance coverages for which the employee is eligible will be extended ninety (90) days beyond the end of the

month during which an employee's approved leave without pay or leave of absence status became effective. The employee's insurance will then be terminated with an option to participate in the City's insurance continuation program, COBRA, as defined in Article 2, at the employee's expense.

Section 27.6. Pre-Tax Benefits.

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

- (A) Insurance Premiums. Each participant who elects not to participate in the 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.

Section 27.8. High Deductible Health Plan (HDHP)/Health Savings Account Design Option.

Effective for the year beginning January 1, 2024, the City shall offer a non-mandatory HDHP to all full-time and part-time employees. The plan will be based on the medical plan coverage design, except as follows:

<u>Benefit</u>	<u>Single</u>	<u>Family</u>
Deductible		
In-Network	\$1,700	\$3,400
Non-Network	\$3,400	\$6,800
Out of Pocket Maximum		
In-Network	\$4,000	\$8,000
Non-Network	\$8,000	\$12,000

If more than one person in a family is covered under the policy, the single deductible and out-of-pocket limit does not apply. The HDHP has a combined medical and pharmacy deductible and out-of-pocket maximum; the out-of-pocket maximum includes the deductible and coinsurance for both medical and pharmacy claims. After the deductible is met, both medical and pharmacy claims are paid at the coinsurance level until the out-of-pocket maximum is met.

During each year of the contract, the annual deductibles and out-of-pocket maximums will be increased if and to the extent necessary to maintain the option's status as a high deductible health plan under the Internal Revenue Code (the minimum deductible is adjusted for COLA).

For each employee that elects HDHP coverage, the City shall contribute, into the employee-established health savings account at a financial institution chosen by the City.

The City contributions will be made on a semi-annual basis in January and July in the amount of three hundred dollars (\$300.00) for single coverage and six hundred dollars (\$600.00) for family coverage.

For those employees who do not elect coverage under the HDHP, there will be no health savings account contribution from the City.

Final Draft

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, books, and course fees of up to five thousand two hundred fifty dollars (\$5,250) per calendar year for undergraduate studies or up to five thousand five hundred dollars (\$ 5,500) per calendar year for graduate studies voluntarily undertaken by them. Reimbursement shall not exceed a combined total of five thousand five hundred (\$5,500) per calendar year for undergraduate and graduate studies. The tuition reimbursement program shall be subject to the following conditions:

- (A) No employee on an unpaid leave of absence, unauthorized leave of absence, disability leave or injury leave shall be eligible to apply for tuition reimbursement under this Article unless that employee shall be able to return from leave no later than the date the course commences. However, employees on injury leave who had a course approved by the Human Resources Director or designee prior to being injured may apply for tuition reimbursement for the course.
- (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 their 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 their designee. Any situation which, in the discretion of the Appointing Authority or their designee, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses.
- (C) Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers, or online. Courses required for a degree must be taken from an institution accredited by either the U.S. Department of Education or the Council of Higher Education Accreditation (CHEA). "Distance learning" and similar network technology fees related to enrollment in online courses will not be reimbursed. Correspondence courses, seminars, conferences and workshops are not included.
- (D) The Department of Human Resources shall determine the approved institutions for which reimbursement for instructional fees, books, and course fees may be made under this Section 28.1. 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 less than fourteen (14) 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, books, and course fees will be made when the employee satisfactorily completes a course and presents an official certificate or its equivalent and the original of the unpaid invoice from the institution confirming completion of the approved course. A deferred payment charge, late fee, or any other fees associated with an employee's deferral of tuition payment will not be reimbursed. The employee must submit this documentation within six (6) weeks of the course completion, unless unable to do so through no fault of their own.
- (G) No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals or any other expense connected with any course except the cost of instructional fees, books, and course fees as outlined in Paragraph (F).
- (H) The administration of the tuition reimbursement program will require the Department of Human Resources to be responsible for establishing rules, devising forms and keeping records for the

program.

Section 28.2. General Educational Development (GED) Program.

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

- (A) Any financial assistance from any governmental or private agency available to an employee in pursuit of their GED shall be deducted in the entire amount from the reimbursement. If an employee's examination fee is fully covered by another governmental or private agency, then the employee is not entitled to payment from the City.
- (B) Reimbursement of the examination fee will be made when the employee satisfactorily completes the GED examination and presents an official certificate or its equivalent and a receipt of payment confirming completion of the examination.
- (C) Reimbursement will be granted for books, connected with the GED preparation or examination, up to one hundred fifty dollars (\$150). No reimbursement will be granted for paper, supplies of whatever nature, transportation, child care, meals or any other expense connected with the GED preparation or examination.
- (D) Time off with pay may be granted, with the approval of the Appointing Authority, for purposes of preparing for the GED examination and for purposes of taking the examination. All scheduled hours for preparatory courses and examination must be filed with the Appointing Authority and with the Department of Human Resources within a reasonable time period. All scheduled times of courses must be approved by the Appointing Authority or designee. Any situation which, at the discretion of the Appointing Authority or designee, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses.
- (E) The administration of the General Educational Development Program will require the Director of the Department of Human Resources or their 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, they 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 their Appointing Authority before their last day of employment. The Director of Human Resources will review exemptions to the repayment on a case by case basis.

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 all persons.

Section 30.2. Pay Stub Information.

Employees shall be provided with a record of accumulated earned PTO, sick leave and compensatory time on a bi-weekly basis.

Section 30.3. Mileage Allowance.

- (A) When a City employee uses their private car for transportation on any City business, in or out of the City of Columbus, they 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 their 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 30.4. 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 30.5. Contract Copies.

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

Section 30.6. 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 30.7. 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 30.8. 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, PTO, service credit, and tuition reimbursement.

Section 30.9. Employee Contact Information.

Employees shall keep their correct current name, home address, and contact number (if any) current at all times within the City's payroll system through employee self-service (ESS).

Section 30.10. 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, except as provided in Article 25.
- (C) All employees receiving treatment shall remain in paid status, until the employee's accrued PTO and sick leave credits are exhausted. After the exhaustion of these benefits, the City may, at its option, advance sick leave through a payback 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, Health Commissioner or HR Officer may order an employee to EAP as part of a disciplinary order.

Section 30.11. 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 their 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 30.11. 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 30.12. 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(C). 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.

Final Draft

ARTICLE 33 – TIME DONATION PROGRAM

Section 33.1. Purpose.

The time donation program assists 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 PTO, the employee must have exhausted all paid leave and disability leave benefits available to them; and
- (B) The employee shall submit an application requesting donation of PTO from other bargaining unit employees in the same division their Department's Human Resources Representative for processing. 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 PTO donations from other bargaining unit employees in the same division; and
- (D) The approved application shall be forwarded to Local 2191. The Local may post a notice on the Union bulletin boards to other bargaining unit employees in the same division that the eligible employee may receive donations of PTO; 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 PTO Time.

- (A) An employee desiring to donate PTO shall submit a completed time donation form to the Division payroll office.
- (B) It is understood that all PTO donations are voluntary and once PTO is donated, it will not be returned to the donating employee.
- (C) All donated PTO 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) PTO 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 (C) 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. Employees are required to respond to emergency calls.

To be prepared for the responsibilities of emergency responses, Columbus Public Health 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 Agreement signed on _____, 2026, shall be effective as of April 1, 2026, and shall remain in full force and effect through March 31, 2029, 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:

Jennifer E. Edwards, Esq. Chief Negotiator
Porter Wright

Wendy Kane, Deputy Director,
Human Resources Department

Camrie May, Labor Relations Manager,
Human Resources Department

Danielle Ohms, Assistant Health Commissioner

J. Edward Johnson, Assistant Health Commissioner

Tracy Poling, Human Resources Manager

Amy Van Pelt, Labor Relations Specialist

Tammy Bethea, Human Resources Officer

Rebecca May, Human Resources Admin Secretary

Susan Williams, Esq., Assistant City Attorney

Jessica Friedli, Budget Analyst
Department of Finance and Management

Kristina V. Ahmetaj, Budget Management Analyst
Department of Finance and Management

FOR THE UNION:

James Gollings, Regional Director
AFSCME, Ohio Council 8

John P. Henry, Jr., President, Local 2191

Tim Basak, Vice President, Local 2191

Rebecca Zwickl, Secretary-Treasurer
Local 2191

Anna Marie Fornadel, Recording Secretary
Local 2191

Elizabeth Nwosu, Executive Board Member
Local 2191

APPENDIX A – CORRELATION OF JOB CLASSIFICATION TO PAY GRADES

Local 2191
June 20, 2023

<u>Job Code</u>	<u>Classifications</u>	<u>Pay Grade</u>
1679	Advanced Practice Registered Nurse (Overtime Exempt)	APRN
1565	Alcohol & Drug Abuse Counselor	74
1561	Alcohol & Drug Abuse Prevention Coordinator	74
3494	Building Maintenance Worker	70
3111	Care Coordination Assistant	70
1295	Cashier I	65
1296	Cashier II	66
1767	Community Clinical Counselor (Social Services)	76
1758	Community Clinical Counselor (Violence Intervention)	79
1578	Dental Assistant	67
1584	Dental Hygienist	79
1482	Dietitian	75
1486	Dietetic Technician	70
1826	Disease Intervention Specialist I	70
1825	Disease Intervention Specialist II	74
1765	Employee Assistance Counselor	76
1964	Epidemiologist	77
1232	Fiscal Assistant I	68
1233	Fiscal Assistant II	71
1743	Health Education Program Planner	73
0853	Health Data Abstractor	70
3682	Laborer	65
1759	Language Interpreter/Translator	65
0411	Mail Clerk	65
1615	Medical Assistant	68
1952	Medical Technologist	74
0407	Office Assistant I	65
0408	Office Assistant II	68
0406	Office Support Clerk	65
3112	Outreach Worker	65
1630	Practical Nurse	73
1639	Public Health Nurse	79
1755	Public Health Peer Advocate	65
1828	Public Health Environmental Health Specialist Aide	67
1831	Public Health Environmental Health Specialist In-Training	72
1832	Public Health Environmental Health Specialist I	74
1833	Public Health Environmental Health Specialist II	75
1716	Safety Program Technician	72
1329	Storekeeper	65
1330	Senior Storekeeper	71
1234	Accountant I	N/A

<u>Job Code</u>	<u>Classification</u>	<u>Pay Grade</u>
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
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
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

<u>Job Code</u>	<u>Classifications</u>	<u>Pay Grade</u>
	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
1767	Social Worker	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
3111	Supportive Services Advisor	N/A
0624	Telephone Operator	N/A
3503	Trades Helper (Buildings)	N/A
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.

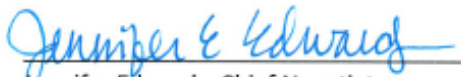
APPENDIX B – MEMORANDA OF UNDERSTANDING

Final Draft

The parties tentatively agree that the following Memoranda of Understanding are no longer necessary and be "sunset" or a version rolled into the collective bargaining agreement at the conclusion of the current agreement and ratification of the new bargaining agreement.

MOU #2025-02 (roll-in and sunset)
MOU #2025-01 (sunset and delete)
MOU #2024-01 (sunset and delete)
MOU #2023-01 (sunset and delete)
MOU #2017-04 (sunset and delete)
MOU #2017-03 (sunset and delete)

FOR THE CITY:


Jennifer Edwards, Chief Negotiator

9/3/2026

Date


Camrie May
Labor Relations Manager

9/3/26

Date

FOR THE UNION:


Jim Gollings
Regional Director, Ohio Council 8

9/3/26

Date


John P. Henry, Jr.
President, AFSCME Local 2191

9/3/26

Date

The parties tentatively agree to the following draft Memoranda of Understanding with noted changes as illustrated in the pages that follow:

MOU #2026-04
MOU #2026-03
MOU #2026-02
MOU #2026-01
MOU #2023-03
MOU #2023-02
MOU #2022-06
MOU #2022-03
MOU #2018-05
MOU #2017-02
MOU #2001-03
MOU #1994-01

FOR THE CITY:


Jennifer Edwards, Chief Negotiator

9/3/2026
Date


Camrie May
Labor Relations Manager

9/3/26
Date

FOR THE UNION:


Jim Gollings
Regional Director, Ohio Council 8

9/3/26
Date


John P. Henry, Jr.
President, AFSCME Local 2191

9/3/26
Date

**MEMORANDUM OF UNDERSTANDING #2026-05
BETWEEN THE CITY OF COLUMBUS
AND AFSCME, OHIO COUNCIL 8, LOCAL 2191
REGARDING SICK LEAVE RECIPROCITY IMPLEMENTATION**

The City of Columbus ("City") and AFSCME, Local 2191 agree as follows:

As part of the implementation of the 2026-2029 collective bargaining agreement between the Parties, which includes the reintroduction of sick leave reciprocity under Article 20, the Parties agree that the City will provide an opportunity prior to December 31, 2026, for 2191 members to elect to receive payment in cash for unused sick leave hours at the beginning of 2027, provided the employee is otherwise eligible to elect such a payment under Article 20.

FOR COLUMBUS PUBLIC HEALTH

Jennifer Edwards
Jennifer Edwards, Chief Negotiator

9/3/2026
Date

Camrie May
Camrie May, Labor Relations Manager

9/3/2026
Date

FOR AFSCME LOCAL 2191, OHIO COUNCIL 8

James Gollings
James Gollings, Chief Negotiator

9/3/2026
Date

John Henry, Jr.
John Henry, Jr., AFSCME 2191 President

9/3/2026
Date

Final

MEMORANDUM OF UNDERSTANDING #2026-04

**BETWEEN THE CITY OF COLUMBUS
AND AFSCME, OHIO COUNCIL 8, LOCAL 2191
REGARDING RETROACTIVE WAGE INCREASE**

The City of Columbus ("City") and AFSCME, Local 2191 agree as follows:

All bargaining unit members employed upon the ratification of the April 1, 2026 to March 31, 2029 Collective Bargaining Agreement ("CBA") and who were hired prior to April 1, 2026 will receive their 2026 two percent (2%) pay increase retroactive to the effective date of the CBA. All bargaining unit members hired after April 1, 2026 will receive their 2026 two percent (2%) pay increase retroactive to their date of hire.

FOR COLUMBUS PUBLIC HEALTH

FOR AFSCME LOCAL 2191, OHIO COUNCIL 8


Jennifer Edwards, Chief Negotiator


James Gollings, Chief Negotiator


Camrie May, Labor Relations Manager


John Henry, Jr. AFSCME Local 2191 President

9/3/2026

Date

9/3/2026

Date

MEMORANDUM OF UNDERSTANDING #2026-03

**BETWEEN THE CITY OF COLUMBUS
AND AFSCME, OHIO COUNCIL 8, LOCAL 2191
REGARDING PRESIDENT IN A LIMITED APPOINTMENT POSITION**

The City of Columbus ("City") and AFSCME, Local 2191 agree as follows:

In the circumstance that the President of AFSCME, Local 2191, is in a limited appointment position and that position is eliminated, the parties agree that the following shall occur:

- 1) The President's limited appointment position will be eliminated as of the date communicated in the elimination notification;
- 2) To allow the President to continue their representation of other bargaining unit members and to assist in the transition of their duties to their successor, the President will be afforded the greater of:
 - a. One hundred eight (180) days of continued employment from the date of the position elimination notification, with the President's employment automatically terminating upon the expiration of the one hundred eight (180) days transition period; or
 - b. The notification period included in the elimination notification, with the President's employment automatically terminating pursuant to the terms in the notification.

In no circumstance may the President's continued employment exceed the term of their presidency. Any continued employment will be at the same rate of pay and in the same classification effective at the time of the elimination notification. Provided, however, that nothing in this MOU is intended to abridge any rights the President may have under the CBA or the Civil Service Rules to locate and secure an alternative position within the Appointing Authority or with the City.

FOR COLUMBUS PUBLIC HEALTH

FOR AFSCME LOCAL 2191, OHIO COUNCIL 8


Jennifer Edwards, Chief Negotiator


James Gollings, Chief Negotiator

9/3/2026
Date

9/3/26
Date


Camrie May, Labor Relations Manager


John Henry, Jr., AFSCME 2191 President

9/3/2026
Date

9/3/2026
Date

MEMORANDUM OF UNDERSTANDING #2026-02

**BETWEEN THE CITY OF COLUMBUS
AND AFSCME, OHIO COUNCIL 8, LOCAL 2191
ONE-TIME, LUMP SUM "RETENTION BONUS"**

The City of Columbus ("City") and AFSCME Local 2191, Ohio Council 8, agree as follows:

- (A) Provided this MOU is approved by the Appointing Authority prior to October 18, 2026, and to demonstrate its appreciation for the dedication and work efforts of full-time and part-time, non-temporary, employees, utilizing funding through the Center for Disease Control and Prevention's Public Health Infrastructure Grant (PHIG), Columbus Public Health will provide a one-time lump sum retention bonus of two thousand, five hundred dollars (\$2,500), less applicable withholdings, for employees who meet the following criteria in 2026:
1. Are part-time or full-time, regular, limited, or seasonal (not temporary) employees; and
 2. Have successfully completed an initial year-long probationary period and one year of service with Columbus Public Health; and
 3. Were hired on or before the pay period that includes June 22, 2025 and have remained continuously employed with Columbus Public Health since the pay period that includes June 20, 2026; and
 4. Have actual work hours (regular and/or overtime hours worked) of 200 hours or more, or would have accrued 200 or more hours but for the utilization of paid family leave, short-term disability, workers' compensation leave, injury leave, leave under the Family and Medical Leave Act, and/or military leave; and
 5. The payment of the one-time lump sum retention bonus is dependent upon continued availability of funding through the Public Health Infrastructure Grant (PHIG) and, if such funds become unavailable for any reason, the payment of the one-time lump sum retention bonus shall immediately discontinue and this MOU will expire.
- (B) Provided this MOU is approved by the Appointing Authority prior to October 18, 2026, and to demonstrate its appreciation for the dedication and work efforts of full-time and part-time, non-temporary, employees, utilizing funding through the Center for Disease Control and Prevention's Public Health Infrastructure Grant (PHIG), Columbus Public Health will provide a one-time lump sum retention bonus of two thousand, five hundred dollars (\$2,500), less applicable withholdings, for employees who meet the following criteria in 2027:
1. Are part-time or full-time, regular, limited, or seasonal (not temporary) employees; and
 2. Have successfully completed an initial year-long probationary period and one year of service with Columbus Public Health; and
 3. Were hired on or before the pay period that includes June 21, 2026 and have remained continuously employed with Columbus Public Health since the pay period that includes June 19, 2027; and
 4. Have actual work hours (regular and/or overtime hours worked) of 200 hours or more, or would have accrued 200 or more hours but for the utilization of paid family leave, short-term disability, workers' compensation leave, injury leave, leave under the Family and Medical Leave Act, and/or military leave; and
 5. The payment of the one-time lump sum retention bonus is dependent upon continued availability of funding through the Public Health Infrastructure Grant (PHIG) and, if such funds become unavailable for any reason, the payment of the one-time lump sum

retention bonus shall immediately discontinue and this MOU will expire.

6. Columbus Public Health agrees that the 2027 one-time lump sum retention bonus will be paid to bargaining unit employees on the same terms and at the same time as it is paid to employees under the Health Administration Compensation Plan.

FOR COLUMBUS PUBLIC HEALTH


Jennifer Edwards, Chief Negotiator

9/3/2026
Date

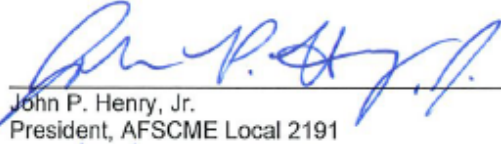

Camrie May
Labor Relations Manager

9/3/26
Date

FOR AFSCME LOCAL 2191, OHIO COUNCIL 8


James Gollings
Regional Director, Ohio Council 8

9/3/26
Date


John P. Henry, Jr.
President, AFSCME Local 2191

9/3/2026
Date

Final Draft

MEMORANDUM OF UNDERSTANDING #2026-01

**BETWEEN THE CITY OF COLUMBUS
AND AFSCME, OHIO COUNCIL 8, LOCAL 2191
REGARDING CANCELLATION OF STRAIGHT-TIME SHIFT
OUTSIDE THEIR REGULAR SCHEDULE**

The City of Columbus ("City") and AFSCME, Local 2191 agree as follows:

When the City schedules/approves an employee to work outside their regular schedule (Section 16.1 or 16.2 (B)) and (a) the shift is reduced or canceled prior to the end of the scheduled shift and (b) employee has already flexed their hours, then the employee will be paid for all hours regularly scheduled for that shift.

In no circumstances will this MOU result in any employee receiving overtime pay in the applicable workweek.

FOR COLUMBUS PUBLIC HEALTH


Jennifer Edwards, Chief Negotiator

9/3/2026
Date

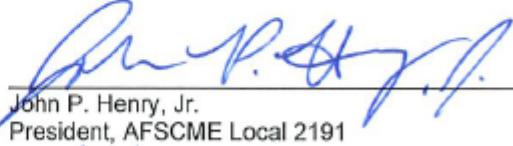

Cammie May
Labor Relations Manager

9/3/26
Date

FOR AFSCME LOCAL 2191, OHIO COUNCIL 8


James Gollings
Regional Director, Ohio Council 8

9/3/26
Date


John P. Henry, Jr.
President, AFSCME Local 2191

9/3/2026
Date

Signatures on file

MEMORANDUM OF UNDERSTANDING #2022-06 (Revised 6/2023)

**BETWEEN THE CITY OF COLUMBUS, BOARD OF HEALTH
AND AFSCME, OHIO COUNCIL 8, LOCAL 2191
REGARDING PERMITTING PAYING FOR TRAINING AND TESTING TO OBTAIN PROFESSIONAL
CREDENTIALS FOR ENVIRONMENTAL HEALTH EMPLOYEES**

Pursuant to Article 32 of the Collective Bargaining Agreement (CBA) between the Columbus Board of Health (CPH) and AFSCME Local 2191, Ohio Council 8 (AFSCME), the parties hereby agree that this Memorandum of Understanding shall provide an exception to Section 28.3, Employer-Provided Training Opportunities, for Environmental Health employees in the classifications of PH Environmental Health Specialist-in-Training (1831), PH Environmental Health Specialist I (1832), and PH Environmental Health Specialist II (1833) as follows:

(A) Professional Credential Training/Testing

At the sole discretion of the Health Commissioner or designee, CPH may offer to cover registration fees for an employee to attend training and to take testing required to obtain specific credentials required for promotion or for the performance of specialized duties within the employee's current job classification.

- (1) CPH will cover or reimburse the employee for such registration fees only when all pre-registration requirements as required by the appointing authority are completed in advance of registering for training/testing.
- (2) In the event that an employee accepts such offer, at the discretion of the appointing authority, the employee is required to reimburse CPH for the registration fees for applicable training and testing paid by CPH under the following circumstances:
 - (a) The employee fails to complete all required training courses and/or testing involved to obtain the involved credential;
 - (b) The employee voluntarily resigns or transfers from CPH within two (2) years of obtaining the involved credential.

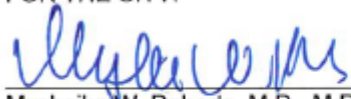
(B) Repayment.

Any amounts due to the City under the repayment 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 their Appointing Authority before their last day of employment. The Director of Human Resources will review exemptions to the repayment on a case by case basis.

This MOU applies solely to employees in the classifications of PH Environmental Health Specialist-in-Training (1831), PH Environmental Health Specialist I (1832), and PH Environmental Health Specialist II (1833).

This MOU may be terminated by either party with thirty (30) days prior notice.

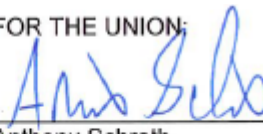
FOR THE CITY:



Mysheika W. Roberts, M.D., M.P.H.
Health Commissioner

7-04-23
Date

FOR THE UNION:



Anthony Schroth
Staff Representative, Ohio Council 8

7/24/2023
Date



Nichole M. Brandon
Human Resources Director

8/1/2023
Date



John P. Henry, Jr.
President, AFSCME Local 2191

7/24/23
Date

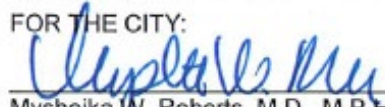
Final Draft

MEMORANDUM OF UNDERSTANDING MOU #2022-03 (Revised 6/2023)

**BETWEEN THE CITY OF COLUMBUS
AND AFSCME, OHIO COUNCIL 8, LOCAL 2191
REGARDING THE ADDITION OF CERTAIN CLASSIFICATIONS TO THE BARGAINING UNIT
(ADVANCE PRACTICE REGISTERED NURSE and EPIDEMIOLOGIST)**

Pursuant to Section 32.2 Changes in Conditions of Employment Which Are Not Specifically Established by Contract, of the collective bargaining agreement ("CBA") between the representatives of the City of Columbus Board of Health and the AFSCME Local 2191, Ohio Council 8, the parties agree that for new hires into the Advanced Practice Registered Nurse (APRN) classification (Class Code 1679) and the Epidemiology classification (Class Code 1964), the terms of Section 26.1(B)(1) shall not apply, but rather new hires into these classifications will be placed in their respective pay grades at the discretion of the Health Commissioner.

FOR THE CITY:

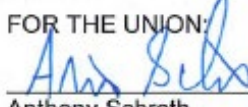

Maysheika W. Roberts, M.D., M.P.H.
Health Commissioner

7-24-23
Date

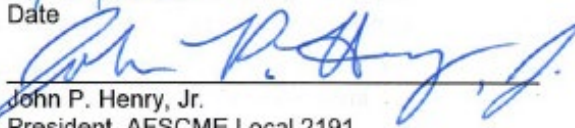

Nichole M. Brandon
Human Resources Director

8/7/2023
Date

FOR THE UNION:


Anthony Schroth
Staff Representative, Ohio Council 8

7/24/2023
Date


John P. Henry, Jr.
President, AFSCME Local 2191

7/24/23
Date

MEMORANDUM OF UNDERSTANDING #2018-05 (Revised 6/2023)

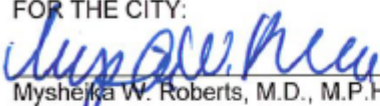
**Ohio Council 8, AFSCME Local 2191
And the City of Columbus Board of Health**

Pursuant to Section 4.3 Job Classifications, Article 26, Wage and Compensation Plan, and Section 32.2 Changes in Mandatory Subjects Not Specifically Established by Contract 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 hiring rates of pay under Article 26 appropriate for Alcohol and Drug Abuse Prevention Coordinator (1561) based on their professional certifications or licenses in relations to their job classification. Placement at hiring of Alcohol and Drug Abuse Prevention Coordinator will be made within the assigned Steps for their classification according to the following agreed upon provisions:

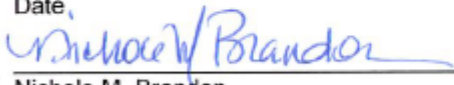
1. Employees will be required to obtain or maintain minimum qualifications to perform the functions of their position as required.
2. Pay Grade for the Alcohol and Drug Abuse Prevention Coordinator classification is Grade 74, as listed in the AFSCME, Local 2191 bargaining unit contract.
3. As Prevention Coordinators acquire new levels of certifications or licenses required under Ohio law to provide prevention services and present these new credentials to their supervisors, they will receive pay rate increases of one step unless the employee has reached the final step in Pay Grade 74. These pay increases will be made effective the first day of the pay period that follows presentation of the new credentials to the supervisor.
4. Coordinators who are Registered Applicants (RA) or Ohio Certified Prevention Specialist Assistant (OCPSA), will be hired in Pay Grade 74, Steps A-E.
5. Coordinators who are Ohio Certified Prevention Specialist (OCPs) will be hired in Pay Grade 74, Steps A-F.
6. Coordinators who are an Ohio Certified Prevention Consultants (OCPC), Certified Health Education Specialist (CHES), School Educator, or School Counselor will be hired in Pay Grade 74, Steps A-G.
7. Coordinators who are a Licensed Social Worker, a Licensed Professional Counselor, or a Registered Nurse will be hired in Pay Grade 74, Steps A-I.
8. Counselors who are a Licensed Independent Social Worker, a Licensed Professional Clinical Counselor, a Licensed Psychologist, or Physician, will be hired in Pay Grade 74, Step A-J.

This MOU may be terminated by either party with thirty (30) days prior written notice to the other party.

FOR THE CITY:

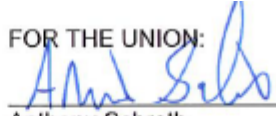

Mysheika W. Roberts, M.D., M.P.H.
Health Commissioner

7-24-23
Date

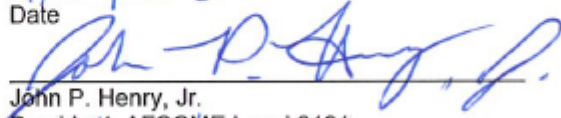

Nichole M. Brandon
Human Resources Director

8/7/2023
Date

FOR THE UNION:


Anthony Schroth
Staff Representative, Ohio Council 8

7/24/2023
Date


John P. Henry, Jr.
President, AFSCME Local 2191

7/24/23
Date

MEMORANDUM OF UNDERSTANDING #2017-02 (Revised 6/2023)

**BETWEEN
THE CITY OF COLUMBUS, THE COLUMBUS BOARD OF HEALTH,
AND
OHIO COUNCIL 8, AFSCME LOCAL 2191**

AFSCME Care Plan Hearing Aid Benefits

The City of Columbus and AFSCME, Ohio Council 8, Local 2191, hereby agree to the following provisions:

The City will make two payments per year to the Ohio AFSCME Care Plan for a Hearing Aid Benefit. The City will make a payment of three dollars (\$3.00) per employee to the Ohio AFSCME Care Plan for those employed as of June 1 of each year; the City will make a payment of three dollars (\$3.00) per employee to the Ohio AFSCME Care Plan for those employed as of December 1 of each year. The City is not a plan sponsor or an administrator of the Ohio AFSCME Care Plan; the City does not make any determinations related to benefits offered or employee/dependent eligibility for benefits under the plan; nor does the City assume any sort of fiduciary role, duties, or responsibilities related to the Ohio AFSCME Care Plan.

FOR THE CITY:


Mynheika W. Roberts, M.D., M.P.H.
Health Commissioner

7-24-23
Date

Nichole M. Brandon
Human Resources Director

8/1/2023
Date

FOR THE UNION:


Anthony Schroth
Staff Representative, Ohio Council 8

7/24/2023
Date


John P. Henry, Jr.
President, AFSCME Local 2191

7/24/23
Date

Signatures on file

MEMORANDUM OF UNDERSTANDING #2001-03 (Revised 6/2023)
Ohio Council 8, AFSCME Local 2191
And The City of Columbus Board of Health

Pursuant to Article 26, Wage and Compensation Plan 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 hiring rates of pay under Article 26 appropriate for Alcohol and Drug Abuse Counselors based on their professional certifications or licenses in their field of alcohol and drug counseling. Placement at hiring of Alcohol and Drug Counselors will be made within the assigned Steps for their classification according to the following agreed upon provisions:

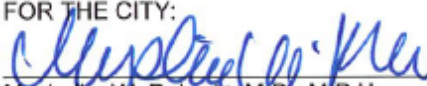
1. Employees will be required to obtain or maintain minimum qualifications to perform the functions of their position as required by the Ohio Department of Alcohol and Drug Addictions Services (ODADAS).
2. Pay Grade for the Alcohol and Drug Abuse Counselor classification is Grade 74, as listed in the AFSCME, Local 2191 bargaining unit contract.
3. Counselors who are Chemical Dependency Counselor Assistants, Social Work Assistants, Counselor Trainees, or Licensed Practical Nurses will be hired in Pay Grade 74, Steps A-E.
4. Counselors who are licensed as a School Psychologist will be hired in Pay Grade 74, Steps A-F.
5. Counselors who are a Licensed Chemical Dependency Counselor II will be hired in Pay Grade 74, Steps A-G.
6. Counselors who are a Licensed Social Worker, a Licensed Professional Counselor, a Licensed Marriage and Family Therapist, a Licensed Chemical Dependency Counselor III, or a Registered Nurse will be hired in Pay Grade 72, Steps A-I.
7. Counselors who are a Licensed Independent Social Worker, a Licensed Professional Clinical Counselor, a Licensed Psychologist, Physician, a Clinical Nurse Specialist, Certified Nurse Practitioner, a Licensed Independent Chemical Dependency Counselor, or a Licensed Independent Marriage & Family Therapist will be hired in Pay Grade 74, Step A-J.

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 of one step unless the employee has reached the final step in Pay Grade 74.

It is agreed by both parties, AFSCME Local 2191 and Columbus Public Health that the assigned pay grade and steps 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.

FOR THE CITY:

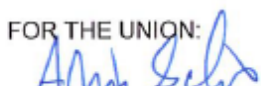

Mysheika W. Roberts, M.D., M.P.H.
Health Commissioner

7-24-23
Date


Nichole M. Brandon
Human Resources Director

8-17-2023
Date

FOR THE UNION:


Anthony Schroth
Staff Representative, Ohio Council 8

7/24/2023
Date


John P. Henry, Jr.
President, AFSCME Local 2191

7/24/23
Date

MEMORANDUM OF UNDERSTANDING #1994-01 (Revised 6/2023)
BETWEEN
THE CITY OF COLUMBUS BOARD OF HEALTH,
AND
AFSCME, OHIO COUNCIL 8, LOCALS 2191

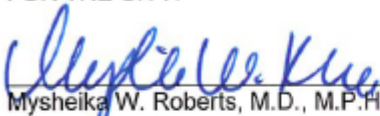
REGARDING PAYROLL DEDUCTION SLOT FOR
AFSCMESPONSORED GROUP LEGAL SERVICES PLAN

AFSCME, Local 2191 is desirous of providing a group legal services plan to eligible bargaining unit members 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 2191 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 2191 will be the complete and sole responsibility of AFSCME, Local 2191 to process, administer and monitor.
2. The City will provide AFSCME, Local 2191 access to a payroll deduction slot and will facilitate enrollment by eligible bargaining unit members of AFSCME, Local 2191 and in individual City departments by agreeing to have payroll clerks process the payroll deduction authorization for the AFSCME, Local 2191 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 2191 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 2191. All funds transmitted to AFSCME, Local 2191 pursuant to the payroll deduction authorization for the AFSCME, Local 2191 sponsored group legal services plan shall be the sole responsibility of AFSCME, Local 2191 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 2191, 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 2191, 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 2191 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 2191 sponsored group legal services plan and to transmit the monies deducted from payroll to AFSCME, Local 2191.

8. Any bargaining unit member of AFSCME, Local 2191 wishing to participate in the payroll deduction of premiums for the AFSCME, Local 2191 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).
9. 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 2191 sponsored group legal services plan until such time as AFSCME, Local 2191 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 2191 sponsored group legal services plan.
10. 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.
11. No solicitation or enrollment activity shall take place during working hours or on City property.
12. AFSCME, Ohio Council 8, and Local 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.
13. This MOU contains the entire agreement of the parties.
14. This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice, but shall not extend beyond the term of the current Contract period or any extensions granted between the parties.

FOR THE CITY:


Mysheika W. Roberts, M.D., M.P.H.
Health Commissioner

7-24-23
Date


Nichole M. Brandon
Human Resources Director

8/7/2023
Date

FOR THE UNION:


Anthony Schroth
Staff Representative, Ohio Council 8

7/24/2023
Date


John P. Henry, Jr.
President, AFSCME Local 2191

7/24/23
Date

APPENDIX C – SIDE LETTERS

Final Draft

SIDE LETTERS #s 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, and 20 ARE INTENTIONALLY OMITTED AS THE TERMS OF THE LETTER HAVE BEEN SATISFIED

FOR THE CITY:


Jennifer Edwards, Chief Negotiator

9/3/2026
Date


Camrie May
Labor Relations Manager

9/3/26
Date

FOR THE UNION:


Jim Gollings
Regional Director, Ohio Council 8

9/3/26
Date


John P. Henry, Jr.
President, AFSCME Local 2191

9/3/26
Date

Final

The parties tentatively agree to the following draft Side Letters with noted changes as illustrated in the pages that follow:

SIDE LETTER #10 (RE: PERFORMANCE APPRAISALS)
SIDE LETTER #12 (RE: PAY SCALE PLACEMENT)
SIDE LETTER #17 (RE: OT IN ENVIRONMENTAL HEALTH)
SIDE LETTER #18 (RE: WIC CLINICS) W/CHANGES
SIDE LETTER #19 (RE: OUTSIDE UNION STRIKES)
SIDE LETTER #21 (RE: ARTIFICIAL INTELLIGENCE) NEW

FOR THE CITY:


Jennifer Edwards, Chief Negotiator

9/2/2026
Date


Camrie May
Labor Relations Manager

9/3/26
Date

FOR THE UNION:


Jim Gollings
Regional Director, Ohio Council 8

9/3/26
Date


John P. Henry, Jr.
President, AFSCME Local 2191

9/3/26
Date

Final

SIDE LETTER #10

June 20, 2023

Jennifer E. Edwards, Esq.
Chief Negotiator
City of Columbus
Columbus, Ohio 43215

Dear Jenni:

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,

Anthony Schroth, Esq.
Chief Negotiator
Staff Representative, Ohio Council 8

Agreed on behalf of Columbus Public Health


Jennifer E. Edwards, Esq., Chief Negotiator

SIDE LETTER #12

June 20, 2023

Anthony Schroth
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear Tony:

The purpose of this letter is to clarify recent discussions on setting compensation for employees who are promoted, demoted, or otherwise reclassified through reorganization or reallocation. This side letter also addresses setting compensation for employees who transfer to Columbus Public Health from another department of the City within the same classification, and for former employees transferring back to Columbus Public Health from another department of the City within the same classification and within twelve (12) months after transferring out of Columbus Public Health.

In regards to placement of an employee who is promoted, demoted, or otherwise reclassified due to reorganization or reallocation, when the General Pay Plan was bargained into the current contract, the Appointing Authority intended to maintain discretion to utilize any Step from Step A through Step J deemed appropriate of the respective Pay Grade for the new classification and not be locked into utilizing only Steps A-E for these transactions. This is still the Appointing Authority's intention.

It is also the intention of the Appointing Authority to provide an increase in pay to employees promoted to higher classifications through filling a vacancy or through reorganization or reallocation as long as the new pay rate does not exceed Step J of the appropriate Pay Grade for the promoted classification.

The Appointing Authority also intends to provide a reduction in pay to employees demoted to lower classifications as a result of disciplinary action, reorganization, or bumping through the lay-off process as long as that reduction in pay does not fall below Step A of the appropriate Pay Grade of the demotion classification.

For employees who did not previously work for Columbus Public Health in the preceding twelve (12)-month period, who desire to transfer within the same classification or be promoted or demoted into a new classification with Columbus Public Health from another department of the City, Columbus Public Health intends to maintain discretion to utilize any Step from Step A through Step J deemed appropriate of the respective Pay Grade for the classification and not be locked into utilizing only Steps A-E for these transactions.

For an employee who previously worked for Columbus Public Health in the preceding twelve (12)-month period, who desires to transfer from another City Department back to Columbus Public Health within the same classification, Columbus Public Health intends to place that employee into the Pay Grade and Step that the employee would have been placed had they not left employment with Columbus Public Health, so long as that employee did not incur a break in service from the City.

Finally, when an employee is demoted due to a reallocation by the Civil Service Commission through position review, the Appointing Authority intends:

1. To place the employee in the closest step of the appropriate Pay Grade of the reallocated classification that provides an hourly pay rate at least equal to the employee's hourly pay rate immediately prior to the reallocation, or
2. If the employee's hourly pay rate immediately prior to the reallocation is greater than Step J of the Pay Grade for the reallocated classification, place the employee in Step J of the Pay Grade for the reallocated classification.

If you have questions about this letter, please call.

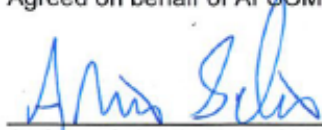
Please sign in the space below if the foregoing reflects the understanding of the parties.

Sincerely,



Jennifer E. Edwards, Esq.
Chief Negotiator
Columbus Public Health

Agreed on behalf of AFSCME Local 2191, Ohio Council 8



Anthony Schroth, Esq., Chief Negotiator

Final Draft

SIDE LETTER #17

June 20, 2023

Anthony Schroth
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear Tony:

The purpose of this letter is to clarify recent discussions regarding application of distribution of overtime regarding voluntary overtime and overtime scheduling regarding mandatory overtime for sections, groups, units, and teams within the Environmental Health branch of Columbus Public Health.

Distribution of overtime regarding voluntary overtime

Over the years, the practice for distribution of overtime has been to limit overtime equalization lists for voluntary overtime distribution to the employees assigned to specific sections, groups, units, or teams. For example, only employees assigned to the Food Protection group would be permitted on the Food Protection overtime equalization list.

The current collective bargaining agreement (CBA) terms provide that "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." [Section 16.4(A) Distribution of Overtime. Overtime Eligibility]

After discussion, in order to provide more equitable voluntary overtime opportunities across the Environmental Health branch, and more consistent with current CBA terms, the overtime equalization lists within the Environmental Health branch will be opened for voluntary sign-up by include all employees in PH Environmental Health Specialist-in-Training (1831), PH Environmental Health Specialist I, and PH Environmental Health Specialist II, with the same work capabilities needed for the work assignments, without regard to each employee's assigned section, group, unit or team.

Overtime Scheduling regarding mandatory overtime

Scheduling of mandatory overtime will continue to be made with first consideration to the team, unit, group, and/or section where an operational need for overtime is required, with the understanding that Columbus Public Health may make mandatory overtime assignments outside the team, unit, group and/or section were operational need for overtime is required when mandatory overtime scheduling for all employees within that team, unit, group, or section are exhausted and the operational need continues to exist.

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

Sincerely,


Jennifer E. Edwards, Esq.
Chief Negotiator
Columbus Public Health

Agreed on behalf of AFSCME Local 2191, Ohio Council 8


Anthony Schroth, Esq., Chief Negotiator

SIDE LETTER #18

August 31, 2026

James Gollings
Chief Negotiator
AFSCME, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear James:

The purpose of this letter is to clarify recent discussions regarding WIC Program Clinic Assignments. Employees in clinics are scheduled to work four (4) nine (9) hour days and one (1) four (4) hour day Monday through Friday. They will work every Tuesday evening until 6:00 p.m. and their four-hour day will be on Friday. These clinic hours of operation will remain constant unless a significant operation/client issue requires a change. If changes not covered by this Side Letter are needed, management will discuss and seek agreement with the Union, in advance of an operational change. The parties agree as follows:

- (A) Section 16.1 allowing the City and an employee to agree that an employee may flex their schedule in any given workweek applies to the WIC Program employees.
- (B) Section 16.2 of the Agreement controls change to permanent schedule.
- (C) Section 16.3 will control overtime eligibility and pay.
- (D) Section 16.4 regarding Voluntary Overtime.
- (E) Section 17.7(A) controls holiday pay for regular schedules over eight hours.

Despite the language in Sections 16.1, 16.2 and 16.3, the City may follow this process for temporary changes in an employee's regular schedule:

- (A) When the City determines that a temporary change to an employee's regular schedule is necessary, for example (but not limited to) to cover weekend farmers' markets in the summer, and/or when the City creates a rotating schedule that includes evening(s) and/or weekend(s), it will:
 - (1) Offer those regular schedules to incumbent employees assigned to the affected Operating Unit and who have the requisite specialized skill and qualifications and allow them to select their schedule from those presented with the most senior employee in each affected classification selecting first and the least senior employee in each affected classification selecting last; and
 - (2) If the process in Section (1) above results in any regular schedules remaining unfilled, the City may assign employees in the affected classification who have the requisite specialized skill and qualifications to the unfilled regular schedules, starting with the most junior employee in each affected classification and working toward the most senior employee in the affected classification until all schedules are filled.

Despite the language in Article 16.1, 16.2, and 16.3, the City may follow this process for WIC Program Clinic Assignments:

- (A) The staffing levels for each clinic or health center 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 once a year occurring in the fall. The reallocation of employees 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, employees with the requisite specialized skill and qualifications will bid to fill open positions/hours in an employee's classification at all clinics. The bid will be offered by seniority and classification from most senior to least senior. Employees on continuous extended leave for over one hundred twenty (120) calendar days are not eligible to bid. Upon return to WIC, the employee will fill any open vacancy. If no open position is available, the employee will be placed in a floater position until a position becomes eligible.

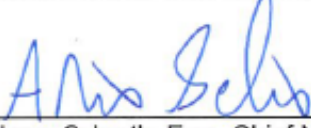
- (B) Employees will select the location of their home clinic or health center assignments. Assignments will be made based on employee selection by seniority for each separate classification. If an employee's hours are split between two (2) or more clinics or health centers, their home clinic and base hours of work will be determined by the location of the majority of their weekly hours. Temporary location changes of less than ninety (90) days will follow the same process defined in Section 16.2(B) for Temporary Changes in Regular Schedule.
- (C) Whenever a new clinic is opened or an existing clinic 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, ~~and~~ Dietetic Technician and Office Assistant I will bid for new home locations/hours pursuant to (A) above. 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.

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

Sincerely,


Jennifer E. Edwards, Esq.
Chief Negotiator
Columbus Public Health

Agreed on behalf of AFSCME Local 2191, Ohio Council 8



Anthony Schroth, Esq., Chief Negotiator

SIDE LETTER #19

June 20, 2023

Jennifer E. Edwards, Esq.
Chief Negotiator
City of Columbus
Columbus, Ohio 43215

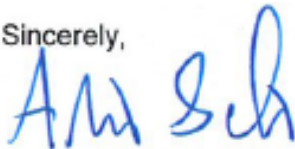
Dear Jenni:

The purpose of this letter is to clarify recent discussions regarding possible outside union strikes.

In the event of a strike by a union, other than AFSCME Local 2191, at a location where Columbus Public Health employees provide services, the City agrees to meet with the Union as soon as practicable to discuss any issues that have arisen because of the strike.

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

Sincerely,



Anthony Schroth, Esq.
Chief Negotiator
Staff Representative, Ohio Council 8

Agreed on behalf of Columbus Public Health


Jennifer E. Edwards, Esq., Chief Negotiator

SIDE LETTER #21

August 31, 2026

James Gollings
Regional Director
AFSMCE, Ohio Council 8
6800 North High Street
Worthington, Ohio 43085-2512

Dear James:

If the City's use of artificial intelligence impacts the availability of work for a particular position, the Union may request a meeting with the Health Commissioner or designee for a discussion of the City's decision to use that artificial intelligence. The Union shall be permitted at that meeting to provide evidence that the artificial intelligence is impacting the availability of work for that position. If it is the decision of the Health Commissioner or designee to continue to use the artificial intelligence for the work in question after the above-described discussion has occurred, the City shall negotiate with the Union as to any effect on the terms and conditions of employment of the decision to utilize that artificial intelligence. However, such effects bargaining shall not delay or otherwise effect the City's right to implement the use of that artificial intelligence. Artificial intelligence will not make any final determination regarding employee discipline and/or performance.

The City further agrees to create a labor-management committee to meet on a periodic basis and specifically focused on the City's use of artificial intelligence to provide an open channel of communication regarding any impact such use may have on bargaining unit members.

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

Sincerely,



Jennifer E. Edwards
Chief Negotiator

Agreed on behalf of AFSCME Local 2191



James Gollings, Regional Director
Chief Negotiator

APPENDIX D – FORMS

Final Draft

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.
 - ☐ 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

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

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

Check One:

- ☐ Union Vice-President
☐ Steward
☐ Other: _____

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 permitted on City Time.

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

FOR THE PURPOSE OF:**Section 6.2(A)** Union Business permitted to be conducted on City Time:

Section	Reason	Hours	Section	Reason	Hours
☐ 6.2(A)(1):	Attend as Union Rep. Step 1 & 2 grievance hearings Grievances #(s): _____	_____	☐ 6.2(A)(4):	Respond to health/safety extreme emergency _____ (program)	_____
☐ 6.2(A)(2):	Attend Investigatory interview at request of employee who is focus of investigation Employee: _____	_____	☐ 6.2(A)(5):	Attend orientation session to present on behalf of the Union Date(s): _____	_____
☐ 6.2(A)(3):	Attend meeting at request of employee who reasonably believes meeting may lead to discipline Employee: _____	_____			

Section 6.3

Section	Reason	Hours	Section	Reason	Hours
☐ 6.3(A)(2)	Act in place of Union President	_____	☐ 6.3(B)(1)	Respond to short telephone inquiries and in-person conversations. Aggregate Hours: _____	_____
☐ 6.3(A)(2)(a)	President on approved leave 30 days or more	_____			
☐ 6.3(A)(2)(c)	Scheduling conflict	_____			

Sections 6.6 through 6.10

Section	Reason	Hours	Section	Reason	Hours
☐ 6.6	Union Conventions, Seminars Date(s): _____	_____	☐ 7.1	Employee Health & Safety Committee Date(s): _____	_____
☐ 6.8	Union Bargaining Team Preparatory Mtgs: Date: _____	_____	☐ 7.2	General Labor-Management Meetings Date(s): _____	_____
☐ 6.10	Negotiations Mtgs: Date: _____	_____	☐ 7.3	Health Insurance Committee Date(s): _____	_____
	Union Rep. Training Day Date(s): _____	_____	☐ 7.4	Civil Service Committee Date(s): _____	_____

Other (Contractual reason): _____

I affirm that the information submitted in this document is a true and accurate representation and accounting of the reasons requested and utilized for Union business as permitted by the governing collective bargaining contract.

Employee/Union Representative's Signature: _____

Date: _____

CPH HR Office Review for Contract Compliance		Supervisor Leave Approval/Denial	
Meets Contractual Qualifiers: ☐ YES ☐ NO		Leave Request Approval: ☐ YES ☐ NO Reason: _____	
HR Office Signature	Date	Supervisor Signature	Date
Actual Hours Charged to Union Leave	_____	Union Rep. Initials	Supervisor Initials

Original: Immediate Supervisor forwards to CPH Human Resources after approval for Payroll Processing

Copy to: Union Representative

Final Draft

**AFSCME BARGAINING UNIT
SCHEDULE CHANGE APPROVAL FORM**

Section 16.2(A) of the bargaining agreement governs the procedures for permanent changes to an employee's permanent regular schedule. Refer to Section 16.2(A) and consult with CPH Human Resources prior to making permanent regular schedule changes.

This form is to be utilized to ensure all required steps are followed in making permanent regular schedule changes.

Steps to follow:

- 1) Complete this form and provide the information listed in the checklist below;
- 2) Obtain Your Division Administrator and Assistant Health commissioner signatures approving the changed schedules on this form and the Employee Work Schedule Form; and
- 3) Send the completed and signed form with the attachments to CPH Human Resources with enough time to provide 28 days' notice to the Union.

Columbus Public Health
Department _____

Division _____

Affected Operating Unit _____

Proposed Work Schedule (Use the Employee Work Schedule Form)

☐ 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, PTO, Disability, Etc.

☐ Attached

Date of Proposed Change _____ (Must be at least 28 days after Union President
and affected employees receive this
notification.)

Signature of Originator

Date

Originator to Forward for Approval to:

Division Administrator

Date

Assistant Health Commissioner

Date

Health Commissioner/Designee

Date

HCO/Designee to Forward to HR Officer:

Date Received _____

Date Notice Forwarded to AFSCME _____

AFSCME Local 2191:

☐ The Union waives bargaining.

☐ The Union wishes to bargain.

Signature of Union President

Date

APPENDIX E – SUMMARY OF HEALTH INSURANCE BENEFITS

(See Article 27)

Columbus Public Health/AFSCME Local 2191

May 24, 2023

Benefits	Local 2191	Local 2191 HDHP
Deductible		
In-Network	\$300 sgl / \$600 fam	\$1,600 sgl / \$3,200 fam
Non-Network	\$800 sgl / \$1,600 fam	\$3,200 sgl / \$6,400 fam
Coinsurance		
In-Network	80% / 20%	80% / 20% after ded
Non-Network	60% / 40%	60% / 40% after ded
Out of Pocket Maximum		
In-Network	\$700 sgl / \$1,200 fam	\$3,000 sgl / \$6,000 fam
Non-Network	\$1,600 sgl / \$3,200 fam	\$6,000 sgl / \$9,000 fam
Office Visit		
Primary Care	\$20 copay	20% after ded
Specialist	\$30 copay	40% after ded
Hospital Inpatient Stay		
In-Network	20% after ded	20% after ded
Non-Network	40% after ded	40% after ded
Outpatient Surgery		
In-Network	20% after ded	20% after ded
Non-Network	40% after ded	40% after ded
Emergency Room		
In-Network	\$150 copay & 20% after ded; copay waived if admitted	20% after ded
Non-Network	same as in-network	same as in-network
Urgent Care		
In-Network	\$30 copay	20% after ded
Non-Network	\$30 copay & 40% after ded	40% after ded
Lifetime Maximum	No maximum	No maximum
Pre-Notification Penalty	Benefits reduced to 50% of eligible expenses	Benefits reduced to 50% of eligible expenses
Rx Copays	Retail / Mail	Retail / Mail
Tier 1	\$5 / \$12.50	20% after ded
Tier 2	\$15 / \$25	20% after ded
Tier 3	\$30 / \$60	20% after ded
Rx OOP Maximum	\$2,000 sgl / \$4,000 fam	\$3,000 sgl / \$6,000 fam