

MEMORANDUM OF UNDERSTANDING #1998-02 (Revised January 2010 June 2011)
THE CITY OF COLUMBUS
AND
COLUMBUS MUNICIPAL ASSOCIATION OF GOVERNMENT EMPLOYEES
COMMUNICATIONS WORKERS of AMERICA LOCAL 4502

Regarding Incentive for Information Technologists

The City of Columbus and the Columbus Municipal Association of Government Employees (CMAGE/CWA) agree to the creation of a retention and recruitment incentive program to encourage the continued service of current key employees and to assist in the recruitment of certain information technology positions within the City of Columbus, as outlined herein. It is understood that eligible employees will be required to execute an acknowledgement of receipt of the bonus once received. Further, eligible employees will be required to acknowledge their understanding of the terms of this Memorandum of Understanding.

1. Employees in the Division of Information Services, who have received a performance rating of satisfactory and above and who are classified in the following classifications, shall be eligible for the incentive program:

Programmer Analyst I
Senior Programmer Analyst
2. The employee classified in one of the aforementioned classifications who contractually agrees to remain in the City's employ for a period of no less than one year will receive a one-time bonus, equal to ten percent (10%) of the employee's annual base salary, less applicable lawful withholdings.
3. An employee classified in one of the aforementioned classifications who contractually agrees to remain in the City's employ for a period of three years will receive an increase of two percent (2%) added to the employee's hourly base rate of pay upon completion of one year of continuous service from the date of agreement, in addition to the one-time payment (10% of the employee's annual base salary, less applicable lawful withholdings).
4. A new employee hired on or after the effective date of this agreement may be eligible for the 10% bonus, less applicable lawful withholdings, and/or the 2% wage increase dependent upon the terms negotiated at the time of hire based on training and/or experience.

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5. If an employee does not fulfill the terms of the commitment (1 or 3 years) for any reason, the employee will be required to repay the incentive bonus associated with the incentive plan. The Auditor will be authorized to recover, through payroll adjustments, any amounts owed the City by the employee. The employee shall authorize this potential withholding upon receipt of the bonus/increase.
6. Appointing Authorities for departments and divisions other than the Division of Information Services may extend the terms of the retention and recruitment incentive program to employees classified in the aforementioned classifications in their respective departments with appropriate justification and approval of the Mayor or designee.
7. All payments authorized and made pursuant to this MOU shall be in addition to all general wage increases and merit pay increases to which any employee may be entitled.
8. This Memorandum of Understanding may be terminated by either party giving to the other at least thirty (30) days prior written notice, but shall not extend beyond April 23, ~~2011~~ 2014.

FOR THE CITY:

FOR CMAGE/CWA LOCAL 4502:

Chester C. Christie
Director of Human Resources

Brien L. Bellous
President

Date

Date

Gary R. Cavin
Director of Technology

Date

MEMORANDUM OF UNDERSTANDING #1998-06 (Revised January 2010 June 2011)
BETWEEN
THE CITY OF COLUMBUS
AND
COLUMBUS MUNICIPAL ASSOCIATION OF GOVERNMENT EMPLOYEES
COMMUNICATIONS WORKERS of AMERICA LOCAL 4502

Regarding the Department of Recreation & Parks Golf Pro-Shop Operations

The City of Columbus and the Columbus Municipal Association of Government Employees (CMAGE/CWA) Local 4502 agree that the following provisions apply to the classifications of Golf Program Manager and Golf Professional with regard to the operation of the pro-shop.

1. Side Letter #3, dated November 21, 1994, of the collective bargaining Agreement shall remain in full force and effect.
2. Current employees classified as Golf Program Manager and Golf Professional shall have right of first refusal to operate the pro-shop as an independent contractor, at their respective course.
3. The City, and the employees classified as Golf Program Manager and Golf Professional shall provide for termination of the Agreement for the pro-shop operation in a separate Agreement for Services, to be entered into by the parties.
4. The City reserves the right to decline to give the right of first refusal to future employees classified as Golf Program Manager and Golf Professional.
5. The operation of a golf pro-shop by employees classified as Golf Program Manager and Golf Professional pursuant to an Agreement for Services, shall not be effected by provisions of the City Charter, specifically Section 227, or other local or state laws.

FOR THE CITY:

FOR CMAGE/CWA:

Janet J. (Campbell) Lanza
Labor Relations Manager

Brien L. Bellous
President

Date

Date

Alan D. McKnight, Director
Recreation & Parks Department

Date _____

**MEMORANDUM OF UNDERSTANDING #1999-06 (Revised ~~January 2010~~ June 2011)
BETWEEN CMAGE/CWA LOCAL 4502
AND THE CITY OF COLUMBUS
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF POWER AND WATER (P)**

The City of Columbus and CMAGE/CWA, the parties hereto agree to the following provisions being enacted for the employees of the Division of Power and Water (P) in the classifications of Accountant III, Management Analyst I, Management Analyst II, Administrative Assistant, Administrative Secretary, Analyst Programmer II, Business Development Specialist, Cable Worker Supervisor II, Customer Service Manager Customer Service Supervisor, Electric Metering Supervisor II, Electricity Distribution Assistant Manager, Electricity Distribution Manager, Engineer II, Engineering Associate III, Inventory Control Property Manager, Power Line Supervisor II, Street Light Engineering Coordinator, and Utilities Consumer Transactions Coordinator.

HOURS OF WORK

- A. The normal workweek shall consist of four (4) work days of ten (10) hours per day and three (3) consecutive days off or five (5) work days of eight (8) hours per day and two (2) consecutive days off. There shall be one (1) ten (10) or one (1) eight (8) hour shift in each twenty-four (24) hour period on Monday through Friday.
- B. The starting time for all employees involved will be between the hours of 5:00 a.m. and 8:00 a.m. and the quitting time will be between the hours of 3:30 p.m. and 6:00 p.m.

Group A will work Monday through Thursday.

Group B will work Tuesday through Friday.

HOLIDAY PAY

- A. The provisions contained in Article 12 of the Collective Bargaining Agreement (herein referred to as the Agreement) shall govern the eligibility and usage of holiday pay for those employees covered herein, unless specifically changed hereunder.

- B. Any employee who does not work on a day on which a holiday is celebrated shall be paid ten (10) hours straight-time hours of pay for said holiday.
- C. Any employee who is working a ten (10) hour shift on a day celebrated as a holiday, shall be paid at the rate of time and one half (1-1/2) for all hours worked, in addition to their regular ten (10) hours of straight-time pay for the holiday.
- D. Pursuant to Article 12, if the holiday falls on the first regularly scheduled day off (RDO), the holiday shall be observed on the previous day. If the holiday falls on the third RDO, the holiday shall be observed on the following day.

If the holiday falls on the middle day off for "Group A" the holiday will be observed on the following Monday; if the holiday falls on the middle day off for "Group B" the holiday will be observed on the preceding Friday.

DISABILITY LEAVE PROCEDURES

- A. The employee working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 18 of the Agreement; provided, however, that any ten (10) hour employee on approved disability leave shall receive 81% of said employee's gross wages under the following formula:
 - 1. The employee's gross wage shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.
 - 2. The employee shall receive 81% of their gross wage based upon said forty (40) hour workweek for each full week the employee is off work.
 - 3. For any partial week in which an employee is on the disability program, said employee shall receive 81% of his/her gross wages, under the above noted formula prorated to the number of hours said employee is off work due to disability during his/her regularly scheduled work week.

VACATION LEAVE

Any employee who requests and is granted a vacation day off for any day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation for said day off. For vacation leaves of less than one full day, an employee shall be charged in increments of one-tenth (1/10) hour for all time off during any shift.

SICK LEAVE ENTITLEMENT AND USAGE

Sick leave entitlement and usage shall be administered in accordance with the provision of Article 13 of the Agreement with the following modification:

For each ten (10) hours of regular work from which the employee is absent, sick leave shall be used at the rate of ten (10) hours. For sick leave of less than one full work day, an employee shall be charged in increments of not less than one-tenth (1/10) for all time on sick leave during any shift.

OVERTIME ELIGIBILITY AND PAY

Overtime eligibility and pay shall be administered as provided in Article 15 of the Agreement.

DURATION

This Memorandum of Understanding may be terminated by either party giving to the other at least thirty (30) days prior written notice, but shall not extend beyond April 23, ~~2011~~ 2014.

FOR THE CITY:

FOR CMAGE/CWA LOCAL 4502:

Chester C. Christie
Director of Human Resources

Brien L. Bellous
President

Date

Date

Tatyana Arsh, P.E.
Director of Public Utilities

Date

**MEMORANDUM OF UNDERSTANDING #1999-07 (Revised ~~January 2010~~ June 2011)
BETWEEN CMAGE/CWA LOCAL 4502
AND THE CITY OF COLUMBUS
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF POWER AND WATER (W)
FIELD SERVICE SECTION**

The City of Columbus and CMAGE/CWA, the parties hereto agree to the following provisions being enacted for the supervisors of the Division of Power and Water (W), Field Service Section.

HOURS OF WORK

The normal work week shall consist of four (4) ten (10) hour days that shall be worked Monday – Thursday, 7:00 a.m. - 5:30 p.m.

HOLIDAY PAY

- (A) The provisions contained in Article 12 of the Collective Bargaining Agreement (hereinafter referred to as Agreement) shall govern the eligibility and usage of holiday pay for those supervisors covered herein, unless specifically changed hereunder.
- (B) Any supervisor who does not work a day on which a holiday is celebrated shall be paid ten (10) hours straight-time hourly rate of pay for said holiday.
- (C) Any supervisor who is working a ten (10) hour shift on a day celebrated as a holiday, shall be paid at the rate of time and one-half (1½) for all hours worked, in addition to his/her regularly ten (10) hours of straight-time hourly pay for the holiday.
- (D) If supervisor is assigned to shift A and a holiday falls on Friday or Saturday, the holiday will be celebrated on Thursday.

DISABILITY LEAVE PROCEDURES

- (A) The supervisor working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 18 of the Agreement; provided, however, that any ten (10) hour supervisor on approved disability leave shall receive 81% of said supervisor's gross wage under the following formula:

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1. The supervisor's gross wage shall be computed on a forty (40) hour workweek for each full week in which a supervisor is off work.
2. The supervisor shall receive 81% of his/her gross wage based upon said forty (40) hour workweek for each full week the supervisor is off work.
3. For any partial week in which a supervisor is on the disability program, said supervisor shall receive 81% of his/her gross wages, under the above noted formula prorated to the number of hours said supervisor is off work due to disability during his/her regularly scheduled work week.

VACATION LEAVE

- (A) Any supervisor who requests and is granted a vacation day off for any day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation pay for said day off. For vacation leaves of less than one full work day, a supervisor shall be charged in increments of one-tenth (1/10) hour for all time off during any shift.
- (B) The number of supervisors allowed on scheduled vacation at any one time shall be determined by the section manager. This is to ensure adequate coverage during the various shifts.

SICK LEAVE ENTITLEMENT AND USAGE

Sick leave entitlement and usage shall be administered in accordance with the provisions of Article 13 of the Agreement with the following modifications:

For each ten (10) hours of regular work from which the supervisor is absent, sick leave pay shall be used at the rate of ten (10) hours. For sick leave of less than one full work day, a supervisor shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any shift.

OVERTIME ELIGIBILITY AND PAY

Overtime eligibility and pay shall be administered as provided in Article 15 of the Agreement.

DURATION

This MOU may be terminated by either party giving to the other at least thirty (30) days prior written notice of termination but the duration shall be no longer than April 23, ~~2011~~2014.

FOR THE CITY:

FOR CMAGE/CWA LOCAL 4502:

Chester C. Christie
Director of Human Resources

Brien L. Bellous
President

Date

Date

Tatyana Arsh, P.E.
Director of Public Utilities

Date

**MEMORANDUM OF UNDERSTANDING #1999-09 (Revised January 2010 June 2011)
 BETWEEN CMAGE/CWA LOCAL 4502
 AND THE CITY OF COLUMBUS
 DEPARTMENT OF PUBLIC UTILITIES
 DIVISION OF SEWERAGE AND DRAINAGE
 COMPOST FACILITY**

The City of Columbus and CMAGE/CWA, the parties hereto agree to the following provisions being enacted for the supervisors of the Division of Sewerage and Drainage, Compost Facility.

(1) HOURS OF WORK

(A) The normal work week shall consist of four (4) ten (10) hour days that shall be worked as follows:

Workgroup A	Sunday - Wednesday	5:45 A.M. - 4:15 P.M.
Workgroup B	Wednesday - Saturday	5:45 A.M. - 4:15 P.M.

(2) HOLIDAY PAY

- (A) The provisions contained in Article 12, of the Collective Bargaining Agreement (herein referred to as the Agreement) shall govern the eligibility and usage of holiday pay for those supervisors covered herein, unless specifically changed hereunder.
- (B) Any supervisor who does not work on a day on which a holiday is celebrated shall be paid ten (10) hours of straight time at his/her regular hourly rate of pay for said holiday.
- (C) Any supervisor who is working a ten (10) hour shift on a day celebrated as a holiday, shall be paid at the rate of time and one-half (1-1/2) for all hours worked, in addition to his/her regular ten (10) hours of straight time pay for the holiday.
- (D) If a holiday falls on:

Workgroup	Regular Day Off	Holiday Falls	Holiday Celebrated
A	Thursday, Friday, Saturday	Thursday, Friday	Wednesday
A	Thursday, Friday, Saturday	Saturday	Sunday
B	Sunday, Monday, Tuesday	Sunday, Monday	Saturday
B	Sunday, Monday, Tuesday	Tuesday	Wednesday

(3) DISABILITY LEAVE PROCEDURES

The supervisor working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 18 of the Agreement; provided, however, that any ten (10) hour supervisor on approved disability leave shall receive 81% of said supervisor's gross wages under the following formula:

1. The supervisor's gross wage shall be computed on a forty (40) hour workweek for each full week in which a supervisor is off work.
2. The supervisor shall receive 81% of his/her gross wage based upon said forty (40) hour workweek for each full week the supervisor is off work.
3. For any partial week in which a supervisor is on the disability program, said supervisor shall receive 81% of his/her gross wages, under the above noted formula prorated to the number of hours said supervisor is off work due to disability during his/her regularly scheduled work week.

(4) VACATION LEAVE

Any supervisor who requests and is granted a vacation day off for any day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation for said day off. For vacation leaves of less than one full day, a supervisor shall be charged in increments of one-tenth (1/10) hour for all time off during any shift.

(5) SICK LEAVE ENTITLEMENT AND USAGE

Sick leave entitlement and usage shall be administered in accordance with the provisions of Article 13 of the Agreement with the following modification:

For each ten (10) hours of regular work from which the supervisor is absent, sick leave shall be used at the rate of ten (10) hours. For sick leave of less than one full work day, a supervisor shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any shift.

(6) OVERTIME ELIGIBILITY AND PAY

Overtime eligibility and pay shall be administered as provided in Article 15 of the Agreement.

(7) **DURATION**

This MOU may be terminated by either party giving to the other party thirty (30) days prior written notice of termination, however the duration shall be no longer than April 23, ~~2011~~ **2014**.

FOR THE CITY:

FOR CMAGE/CWA LOCAL 4502:

Chester C. Christie
Director of Human Resources

Brien L. Bellous
President

Date

Date

Tatyana Arsh, P.E.
Director of Public Utilities

Date

**MEMORANDUM OF UNDERSTANDING #2001-01 (Revised January June
20102011)**
BETWEEN CMAGE/CWA LOCAL 4502
AND THE CITY OF COLUMBUS
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF POWER AND WATER (W)
PARSONS AVENUE WATER PLANT

The City of Columbus and CMAGE/CWA, the parties hereto agree the following provisions being enacted for employees in the Water Plant Operator II classification assigned to the Division of Water Parsons Avenue Water Plant.

HOLIDAY PAY

- (A) The provisions contained in Article 12, of the Collective Bargaining Contract (hereinafter referred to as Contract) shall govern the eligibility and usage of holiday pay for those employees covered herein, unless specifically changed hereunder.
- (B) Any employee who does not work a day on which a holiday is celebrated shall be paid ten (10) hours straight-time hourly rate of pay for said holiday.
- (C) Any employee who is working a ten (10) hour shift on a day celebrated as a holiday, shall be paid at the rate of time and one-half (1½) or double time if applicable for all hours worked, in addition to his/her regular ten (10) hours of straight time pay for the holiday.

DISABILITY LEAVE PROCEDURES

- (A) All employees working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 18 of the Contract, provided however, that a ten (10) hour employee on approved disability leave shall receive 81% of said employee's gross wage under the following formula:
 - (1) The employee's gross wage shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.
 - (2) The employee shall receive 81% of his/her gross wage based upon said forty (40) hour workweek for each full week the employee is off work.
 - (3) For any partial week in which an employee is on the disability program, the employee shall receive 81% of his/her gross wage, under the above noted formula prorated to the number of hours the employee is off work due to disability during his/her regularly scheduled workweek.

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2011)**

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DURATION

This MOU may be terminated by either party giving to the other thirty (30) days prior written notice of termination, but the duration shall be no longer than April 23, ~~2011~~2014.

FOR THE CITY:

FOR CMAGE/CWA LOCAL 4502:

Chester C. Christie
Director of Human Resources

Brien L. Bellous
President

Date

Date

Tatyana Arsh, P.E.
Director of Public Utilities

Date