

Side Letter #11 (Revised June 2011)

September 9, 2009 June , 2011

William H. Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road, Room 200
Cleveland, Ohio 44116

Dear Bill:

Subject: Veterans Day

When the Mayor authorizes release time for Veterans Day, the City shall make every reasonable effort to allow CMAGE/CWA members who are veterans release time to participate in the activities.

Sincerely,

Janet J. (Campbell) Lanza
City's Chief Negotiator

Agreed and accepted on behalf of CMAGE/CWA:

William H. Bain

Side Letter #9

~~September 9, 2009~~

~~William H. Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road, Room 200
Cleveland, Ohio 44116~~

~~Dear Bill:~~

~~SUBJECT: Section 17.1(A)(2)~~

~~There was a moratorium placed on merit pay due to budgetary restrictions for any merit reviews qualifying on or after February 9, 2009. Any merit reviews for employees whose classification seniority dates fell between August 23, 2008 and February 9, 2009 were processed for merit pay, if appropriate.~~

~~The parties agree that any merit increases given since August 23, 2008 are not subject to retroactivity based on the one-time one percent (1%) pay structure movement.~~

~~This letter has no impact on settlement discussions regarding Grievance Numbers 0012-2009 or 0015-2009.~~

~~If the foregoing accurately reflects our agreement, please sign in the space provided below.~~

~~Sincerely,~~

~~Janet J. Campbell Lanza
City's Chief Negotiator~~

William H. Bain _____ Date

Side Letter #1 (Revised ~~January 2010~~ June 2011)

~~January 2010~~ June 2011

William H. Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road, Room 700
Cleveland, Ohio 44116

**Subject: 2005 - 2008 City of Columbus CMAGE/CWA Local 4502
Agreements (Check-off for CMAGE/CWA-Sponsored Voluntary
Legal Insurance Plan)**

Dear Bill:

This letter will confirm and document certain understandings and representations of the parties in connection with the settlement of the 1994-97 collective bargaining agreement (the "Agreement") between the City of Columbus, Ohio and the Columbus Municipal Association of Government Employees/Communications Workers Of America Local 4502 (CMAGE/CWA). Specifically, CMAGE/CWA is desirous of providing a voluntary group legal services plan to full-time members of the City bargaining units with the premiums to be paid entirely by participating members of those bargaining units and, to that end, has requested that the City grant it one payroll deduction slot for the voluntary deduction of monthly premiums from participating bargaining unit members' wages. As part of the resolution of the parties' Agreement, the City has agreed to provide CMAGE/CWA with a payroll deduction slot for this purpose, in accordance with the following terms and conditions:

1. The group legal services plan sponsored by CMAGE/CWA will be the complete and sole responsibility of CMAGE/CWA to process, administer and monitor.
2. The City will provide CMAGE/CWA access to an available payroll deduction slot (one deduction slot for use by the CMAGE/CWA City bargaining units) and will facilitate enrollment by eligible bargaining unit members of CMAGE/CWA in individual City departments by agreeing to have payroll clerks process the payroll deduction authorizations for the CMAGE/CWA-sponsored group legal services plan.

William H. Bain
Voluntary Legal Insurance Plan
Page Two

3. All monies deducted monthly for participation in the group legal services plan will be forwarded to the Treasurer of CMAGE/CWA in one aggregate amount by a warrant separate and apart from the warrant provided to CMAGE/CWA for dues deducted under Section 3.1 of the Agreement. All funds transmitted to CMAGE/CWA pursuant to the payroll deduction authorization for the CMAGE/CWA-sponsored group legal services plan shall be the sole responsibility of CMAGE/CWA to administer and disperse.
4. The actual amount to be deducted each month for the CMAGE/CWA-sponsored group legal services plan shall be certified to the City Auditor by the Treasurer of the Union, and shall be based on a uniform amount for each employee in order to ease the City's burden of administering this agreement. This amount will not be changed more than once each fiscal year during the life of this agreement. The Union will give the City a forty-five (45) day notice of any such change in the monthly amount to be deducted.
5. Deductions shall be made during one (1) pay period each month; if any participation bargaining unit member's pay for the period is insufficient to cover the deduction for the plan after withholding all other legal and required deductions (including CMAGE/CWA dues, if any), no deduction will be made for such employee for that month. Information concerning amounts properly not deducted under this paragraph shall be forwarded to the Treasurer of the Union, and this action will discharge the City's only responsibility with regard to such cases; there will be no retroactive deduction of such amounts from future earnings. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article 9 (No Strike-No Lockout).
6. Total deductions collected for each calendar month shall be remitted by the City to the Treasurer of CMAGE/CWA together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. CMAGE/CWA agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.
7. It shall be CMAGE/CWA's sole and exclusive responsibility to

William H. Bain
Voluntary Legal Insurance Plan
Page Three

administer the group legal services plan, including solicitation and distribution of information related to enrollment or participation in the plan. The City's role will be solely clerical in nature, that is, to process the amount of the payroll deduction for the CMAGE/CWA-sponsored group legal services plan and to transmit the monies deducted from the payroll to CMAGE/CWA

8. Only full-time bargaining unit members who have properly executed the required payroll deduction authorization card for the group legal services plan (a copy of which is attached hereto as Appendix F) shall be eligible to participate in the payroll deduction plan for the CMAGE/CWA-sponsored group legal services plan.
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 CMAGE/CWA-sponsored group legal services plan until such time as CMAGE/CWA presents to the City, in a timely manner (i.e., during the month of February) 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 CMAGE/CWA sponsored 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 a written revocation of the authorization for payroll deduction during the month of February signed by the participating member, or notice of an employee's death, transfer out of the bargaining unit, or termination of City employment. To be valid and effective a written revocation of the authorization for payroll deduction must be submitted and received by the City during the month of February.
11. In the event fewer than 50 eligible members of the bargaining units participate in the program at any time, the City's obligation to withhold shall automatically terminate and the Office of the City Auditor shall inform CMAGE/CWA of the termination of this

William H. Bain
Voluntary Legal Insurance Plan
Page Four

deduction. In such event, it shall be the sole responsibility of CMAGE/CWA to notify participating bargaining unit members of the termination of the payroll deduction.

12. No solicitation or enrollment activity for the CMAGE/CWA sponsored legal services plan shall take place during working hours or on City property.
13. CMAGE/CWA agrees that it 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 side letter of agreement or its implementation.
14. This side letter of agreement shall expire April 24, 2011.

Please sign this letter in the space provided below if the foregoing accurately reflects the understandings of the parties.

Sincerely,

Janet J. (Campbell) Lanza
Chief Negotiator
City of Columbus

Agreed and accepted on
behalf of CMAGE/CWA Local 4502

William H. Bain
Chief Negotiator

Date _____

Side Letter #_____

June ____, 2011

William H. Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

Dear Bill:

This letter is to document the parties' discussion regarding Section 14.8. The City is interested in discussing with CMAGE/CWA representatives the use of a panel of medical providers to treat injured workers in order to qualify for injury leave, and you have expressed your willingness to enter into those discussions. The parties agree that the subject discussions shall occur within ninety (90) days of the acceptance of the collective bargaining agreement by City Council. Both parties will have no more than four (4) representatives; and the discussions shall conclude within sixty (60) days of the initial meeting.

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

Sincerely,

Janet J. Lanza
City Chief Negotiator

Agreed and accepted on behalf of Local 4502:

William H. Bain
Local 4502 Chief Negotiator

Side Letter #_____

June ____, 2011

William H. Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

Dear Bill:

This letter is to document the parties' discussion regarding Article 24. The parties agree that the provisions of Article 24 do not force either party to participate.

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

Sincerely,

Janet J. Lanza
City Chief Negotiator

Agreed and accepted on behalf of Local 4502:

William H. Bain
Local 4502 Chief Negotiator

Side Letter #_____

June ____, 2011

William H. Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

Dear Bill:

This letter is to document the parties' discussion regarding Section 15.6. Section 15.6 of the collective bargaining agreement remains unchanged from the 2008-2011 agreement language, but Local 4502 agrees with the City's application of the language; meaning that call-back pay is for the "inconvenience" of an employee being required to report back to work during unscheduled working hours and not having the ability to decline the call-back without good cause. Additionally, Section 15.6 (Call-Back Assignment and Pay) is separate and distinct from Section 15.4(D) and voluntary overtime distribution where an employee has the right to accept or deny the offer of overtime. Further, if a sufficient number of employees is not secured through the provisions of 15.4(D), the City maintains the right to require the least senior employee(s) on a rotating basis who normally performs the work to perform said overtime; and it is not considered a call-back assignment.

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

Sincerely,

Janet J. Lanza
City Chief Negotiator

Agreed and accepted on behalf of Local 4502:

William H. Bain
Local 4502 Chief Negotiator

Side Letter #____

June __, 2011

Bill Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

Dear Bill:

Subject: **Merit reviews and wage compression issues**

The parties agree that when a bargaining unit member is considered for annual merit pursuant to Section 17.2(G) and qualifies for a merit pay increase, an appointing authority may consider wage compression as one of the factors when determining the amount of the merit pay increase. Moreover, the parties understand, however, that generally wage compression is more appropriately addressed under Section 17.9, which is the usual process, but in certain circumstances an appointing authority may consider wage compression as one of many factors in determining merit increases.

Sincerely,

Janet J. Lanza
City's Chief Negotiator

Agreed and accepted on behalf of CMAGE/CWA:

Bill Bain
CMAGE/CWA
Chief Negotiator

Side Letter #2 (Revised ~~January 2010~~ June 2011)

January 2010

William H. Bain
Chief Negotiator
CMAGE/CWA, Local 4502
20525 Center Ridge Road, Room 700
Cleveland, Ohio 44116

Dear Bill:

SUBJECT: Memorandum of Understanding #1998-06

The City commits that during this Agreement period that the subject matter covered in Memorandum of Understanding #1998-06 will be referred to the City Attorney and other appropriate administrators in order to seek an arrangement which would not require a further extension of said memorandum of understanding.

Sincerely,

Janet J. (Campbell) Lanza
City's Chief Negotiator

Side Letter #3

November 21, 1994

William C. Moul, Esq.
Thompson, Hine and Flory
One Columbus
10 West Broad Street
Columbus, Ohio 43215-3435

Subject: 1994-97 City of Columbus CMAGE/CWA Agreement (Separate Supplemental Agreements Regarding Golf Professionals and Golf Program Managers)

Dear Bill:

This letter will confirm and document certain understandings and representations of the parties in connection with the settlement of the 1994-97 collective bargaining agreement (the "Agreement") between the City of Columbus, Ohio and the Columbus Municipal Association of Government Employees (CMAGE/CWA). Specifically, negotiators for the parties have become aware of the fact that certain terms and conditions of employment for Golf Professionals and Golf Program Managers exist which are not reflected in the parties' Agreement, and that such conditions of employment historically have been worked out directly between the City and the individuals involved. These conditions of employment include such things as arrangements for the operation of golf pro shops, individual and group lessons and the rental of equipment. The parties agree that the Agreement does not alter or affect these pre-existing arrangements, and that such conditions of employment for these individual employees shall continue to be established by individual agreements with the employees involved, which agreements will not require the ratification or approval of CMAGE/CWA. Such individual agreements shall not reduce any benefit set forth in the Agreement.

Please sign this letter in the space provided below if the foregoing accurately reflects the understandings of the parties.

Very truly yours,

Robert C. Long
Chief Negotiator
City of Columbus

Agreed and accepted on
Behalf of CMAGE/CWA
William C. Moul
Signed 2-21-1995

Side Letter #8 (Revised June 2011)

September 9, 2009 June , 2011

William H. Bain
Chief Negotiator
CMAGE/CWA Local 4502
20525 Center Ridge Road, Room 200
Cleveland, Ohio 44116

Dear Bill:

SUBJECT: Article 14, Other Leaves of Absence,
Section 14.9(H), Family Medical Leave Act (FMLA) Leave

This letter is to confirm our understanding of the following language contained in Section 14.9(H):

“In addition, an employee may request to use compensatory time for any FMLA-qualifying reason following the use of sick leave, disability leave if applicable, and vacation, in that order. Any paid leave taken shall run concurrently with FMLA.”

January 16, 2009 changes to 29 CFR 825.207 (Substitution of paid leave) permits employees to request and public employers to require the use of compensatory time in conjunction with time off for an FMLA reason. 29 CFR 825.700 permits public employers to adopt and retain more generous leave policies than provided for under the FMLA, through collective bargaining. The August 24, 2008 - April 23, 2010 Agreement does not require substitution of compensatory time for unpaid leave. However, the parties agree that mandatory substitution of compensatory time for unpaid leave under the FMLA is an appropriate subject for discussion during the term of the August 24, 2008 - April 23, 2010 Agreement. Therefore, the parties commit to meet and discuss the issue during the term of this Agreement.”

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

Sincerely,

Janet J. Campbell Lanza
City's Chief Negotiator

Agreed and accepted on behalf of CMAGE/CWA:

WILLIAM H. BAIN
CMAGE/CWA Chief Negotiator