

**MEMORANDUM OF UNDERSTANDING (MOU) #2009-01
BETWEEN
THE CITY OF COLUMBUS
AND
CMAGE/Communications Workers of America Local 4502**

Regarding Unpaid Holidays for 2009

1. Pursuant to Section 20.2 of the Collective Bargaining Contract between the City of Columbus and CMAGE/Communications Workers of America (CWA) Local 4502, the parties hereby agree to amend the Collective Bargaining Contract (CBC) dated August 24, 2005 - August 23, 2008.

2. The provisions of this MOU apply to all bargaining unit members whose salaries are paid through the General Fund (fully or partially); Division of Refuse Collection (all funds); Department of Recreation and Parks (all funds); Department of Development (all funds); 240 Fund; and Department of Technology.

3. In an effort to avoid further layoffs as a result of the \$13 million 2009 budget deficit, the parties agree, in lieu of a five (5) day layoff which the City could impose, that affected bargaining unit members shall forfeit forty (40) hours of paid holidays set forth below unless an affected bargaining unit member makes a timely election to take forty (40) hours of unpaid time off as set forth in Paragraph 4 below. The following holidays as outlined in Article 12 of the CBC will be observed, but not paid:

- (a) Independence Day
- (b) Labor Day
- (c) Columbus Day
- (d) Thanksgiving Day
- (e) Christmas Day

Paragraph 4 shall have no application to bargaining unit members (whose positions are funded through any of the funds included above) hired on or after the effective date of this MOU to December 25, 2009. Such bargaining unit members must forfeit the paid holidays set forth above.

Paragraph 4 shall have no application to bargaining unit members (whose positions are funded through any of the funds included above) who are on disability leave on or before the effective date of this MOU and are not off disability leave on or before June 30, 2009. Such bargaining unit members must forfeit the remaining paid holidays set forth above upon return to work.

Paragraph 4 shall have no application to bargaining unit members (whose positions are funded through any of the funds included above) who begin disability leave after June 30, 2009, even if unpaid day(s) were scheduled as provided in Paragraph 4, unless such bargaining members are off disability leave prior to such scheduled unpaid day(s). Such bargaining unit members must forfeit the remaining paid holidays set forth above upon return to work.

4. An affected bargaining unit member may elect to take up to forty (40) hours of unpaid time off on days other than the designated holidays in Paragraph 3 above, or in combination with such holidays, by submitting a timely Request for Leave form.

- (a) Requests for unpaid days will be subject to the approval of the Appointing Authority or designee based on operational need. Leave requests shall not be unreasonably denied.
- (b) The Appointing Authority reserves the right to limit the number of affected bargaining unit members who may take unpaid time off on a day other than the holidays set forth in Paragraph 3 above.

- (c) Unpaid days may be taken on any work day from the effective date of this MOU through December 24, 2009.
- (d) If an affected bargaining unit member fails to submit a Request for Leave form to the Appointing Authority or designee by June 30, 2009, the member shall be required to observe all of the unpaid holidays set forth in Paragraph 3 above.


5. Being in unpaid status for any of the abovementioned holidays or on a day pursuant to Paragraph 4 above will not result in a break in continuous service, loss of seniority, loss of holiday pay for time worked on a holiday, loss of service credit, loss of sick leave reciprocity, loss of insurance eligibility, or reduction in OPERS employee contribution. An affected bargaining unit member will not lose eligibility for holiday pay under Section 12.2(D) for taking an unpaid day off on the workday before and/or the workday after the holiday pursuant to Paragraph 4 above.

6. For those Departments utilizing part-time bargaining unit members, the Appointing Authority shall alter a part-time bargaining unit member's schedule to ensure that the member takes off a number of hours of unpaid leave equal to the average number of hours per week the part-time bargaining unit employee worked in January 2009 through April 2009. The Appointing Authority should give reasonable consideration to a part-time bargaining unit member's request for specific unpaid day(s) off. Departments shall make available a means for part-time bargaining unit employees to make such requests.

7. Employees working a four (4) day, ten (10) hour work schedule (or more than an eight (8) hour per day work schedule) will be required to take the first four (4) holidays listed above without pay, not to exceed forty (40) hours of unpaid time, or forty (40) hours of unpaid time in accordance with Paragraph 4, not to exceed forty (40) hours of unpaid time.

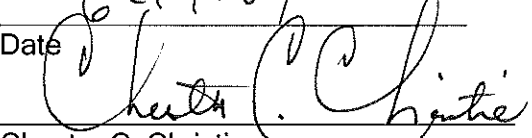
- 8. No paid leave may be taken for the holiday, i.e., sick leave, vacation, etc.
- 9. All other provisions of the CBC apply.

10. An ordinance to accept this MOU will be submitted to City Council, and the effective date will be determined by the passage date of the ordinance.

FOR THE CITY:



Michael B. Coleman
Mayor

Date 6-17-09



Chester C. Christie
Human Resources Director

Date 6-17-09

FOR THE UNION:


Brian L. Bellous
President

Date 6/16/2009