

NICHOLE M. BRANDON
Director

MEMORANDUM TO: The Honorable Shannon Hardin, President
The Honorable Emmanuel V. Remy, Administration Committee Chair

FROM: Nichole M. Brandon, Department of Human Resources Director
Nichole M. Brandon

SUBJECT: **Summary of 2023-2026 CWA Local 4502
Collective Bargaining Agreement**

DATE: June 30, 2023

The City of Columbus and the Communications Workers of America (CWA) Local 4502 concluded formal negotiations for a successor collective bargaining agreement on June 8, 2023. Informally, the parties continued to work on drafting language until June 26, 2023. The tentative agreement was ratified by the membership on June 29, 2023.

The fiscal analysis, prepared by the Department of Finance and Management staff, is attached.

The following summary highlights the **significant** additions to and deletions from the collective bargaining agreement of April 24, 2023 to April 23, 2026. This summary does not include all housekeeping changes (i.e., punctuation, grammar, renumbering, and word changes to reflect consistent terminology, and language changes that simply clarify or confirm current practices).

Enclosed with this summary is a strike-through version of the 2023-2026 agreement showing additions (reflected with underline and bold face type) and deletions (reflected with strike-through) from the 2020–2023 contract.

Article	Title	Change
1	Definitions	Adds definitions for Paid Family Leave (“PFL”) and Paid Time Off (“PTO”).
4	Union Representatives	Increases the transition period between the former president and the newly elected president following a union election from two (2) weeks to three (3) weeks. Increases the transition period between the former Vice President and the newly elected Vice President following a union election from one (1) week to two (2) weeks.
8	Grievance Procedure	Timelines changed from “calendar” to “business” days in 2 nd Step of the grievance process.



		<p>Clarifies that an arbitrator shall be selected and an arbitration date scheduled within ninety (90) days of the notice to arbitrate.</p> <p>Clarifies that a grievance is waived if not filed within thirty (30) days of the first event giving rise to the grievance.</p>
10	Personal Business Day	<p>At the start of the 2024 vacation year, Personal Business Days will no longer be granted, but will be accounted for under PTO leave.</p>
10	NEW-Paid Family Leave	<p>Allows for twelve (12) weeks of PFL per rolling calendar year. PFL will be granted, on a gender neutral basis, at one hundred (100%) percent of the employee’s regular straight time wage. Eligible uses for PFL will include birth of a child, placement of a child for adoption or foster care and family caregiving.</p> <p>Upon the effective date of the PFL benefit, the Paid Caregiver Leave and Paid Parental Leave MOUs will sunset.</p>
11	Vacation-Paid Time Off	<p>Effective the beginning of the vacation/PTO year 2024, “vacation leave” will convert to “PTO” and employees’ PTO accruals will increase to reflect the inclusion of personal business days and birthday holidays in PTO.</p> <p>For recruitment purposes, a new employee may be given a one-time deposit of up to ten (10) days of PTO based on the employee’s qualifications and work experience.</p> <p>Effective the beginning of the 2024 PTO year, part-time employees will receive twenty (20) hours of PTO. There is no year to year carry over of PTO, nor is there any payment upon separation.</p>
12	Holidays	<p>Adds Juneteenth (implementing the prior MOU) and Indigenous People’s Day (effective 2024).</p> <p>Effective the PTO year of 2024, transitions “birthday holiday” to PTO.</p>
13	Sick Leave	<p>Includes in PFL in eligible uses of sick leave and eliminates maternity, paternity and adoption to reflect their inclusion in PFL.</p> <p>Eliminates the sick leave election and “sick leave reciprocity” payment beginning November 2025 or payment in January 2026 and any time thereafter.</p>

		<p>Eliminates the sick leave bank cap of four hundred (400) hours for purposes of year to year carryover, transfers and payouts.</p> <p>Designates payout of sick leave upon separation as follows:</p> <ul style="list-style-type: none"> • One (1) hour for each two (2) hours up to and including nine hundred and fifty (950) hours. <p>Designates payout of sick leave upon death to designated beneficiary.</p>
14	Other Leaves of Absence	<p>Expands jury duty leave to any court in the state of Ohio.</p> <p>Overhauls injury leave process by tying injury leave to an approved Workers' Compensation claim.</p> <p>Eliminates IRB and inconsistent injury leave standards. Maintains current injury leave benefits, but limits time to take injury leave from date of incident to five years.</p> <p>Incorporates the Precinct Election Official Leave MOU.</p>
15	Hours of Work and Overtime	<p>Allows for D-Level employees to "flex" their time within a workweek subject to Appointing Authority approval.</p>
17	Salaries and Compensation	<p>Authorizes percentage base increases (PBIs) for the term of the Agreement, as follows:</p> <ul style="list-style-type: none"> • Upon the acceptance of City Council – 5.0% • In the pay period that includes April 24, 2024 – 4.0% • In the pay period that includes April 24, 2025 – 3.0% <p>Limits future retroactive pay adjustments to two (2) pay periods prior to City Council acceptance of the Agreement.</p> <p>Increases shift differentials by moving the second shift differential from \$0.67/hour to \$0.75/hour. The third shift differential moves from \$0.80/hour to \$0.90/hour and the rotating shift moves from \$0.80/hour to \$1.00/hour.</p> <p>Clarifies that employees who "flex" their schedule will receive any shift differential consistent with their regular shift designation.</p>
18	Insurance	<p>Initiates cost savings by increasing the emergency room co-pay to \$150.00 from \$75.00 and changing the urgent care to a flat \$30.00 co-pay to drive employees to urgent care.</p> <p>Offers a cancer treatment advocate to all covered employees</p>

		Introduces a high deductible health plan (“HDHP”) and health savings account (“HSA”) design option.
19	General Provisions	Incorporates the Flex Time MOU for E-Level employees. Incorporates the telecommuting side letter allowing for telecommuting at the discretion of the Appointing Authority.
23	Continuing Education/Training	Increases tuition reimbursement to \$5,250 from \$4,500. Eliminates tuition reimbursement required stay and pay back schedule for employees who separate from City employment. Increases reimbursement for GED certification from \$20.00 to \$150.00.
24	Time Donation	Eliminates condition that catastrophic illness or injury requires an employee to be away from work for more than one (1) full pay period in order to receive leave donations.
27	Duration	April 24, 2023-April 23, 2026. Permits the Union to open contract negotiations one hundred and twenty (120) days prior to contract expiration consistent with (new) Side Letter #21, Procedure for Successor Negotiations.
App. B	Correlation of Pay Grades to Job Classifications	Increases pay grades for thirty-four job classifications.
App. D	Memoranda of Understanding	<u>Memorandum of Understanding #2023-01 Lump Sum:</u> (new) Allows for a one (1) time lump sum payment of one thousand five hundred dollars (\$1,500.00), less applicable withholdings in order to avoid retroactive pay adjustments for percentage base increases. Permits Appointing Authorities to offer “flex time” to E-Level employees.
App. E	Side Letters	<u>Side Letter #21: Procedure for Successor Negotiations:</u> (new) Sets a schedule for the negotiation of successor agreements
App. F	Forms	Updates made to the time donation form consistent with changes to Time Donation Program in Article 24.
App. I	Benefits Table	Adds a chart detailing the cost sharing portions of the Union’s Insurance Plan including HDHP.

It is anticipated that the proposed agreement will be submitted for City Council’s acceptance by the July 10, 2023 Council meeting. Thank you for your favorable consideration.

Attachment

c: The Honorable Members of City Council
 The Honorable Andrew J. Ginther, Mayor
 The Honorable Megan N. Kilgore, City Auditor
 The Honorable Zach Klein, City Attorney
 Ken Paul, Chief of Staff
 Kathy Owens, Finance and Management Director
 Jennifer Edwards, Chief Labor Negotiator
 Christopher Moses, Deputy Director of Human Resources
 City Negotiating Team Members