

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 2020-2023 CWA Local 4502
Collective Bargaining Agreement**

DATE: March 18, 2021

The City of Columbus and the Communications Workers of America (CWA) Local 4502 concluded formal negotiations for a successor collective bargaining agreement on December 30, 2020. Informally, the parties continued to work on drafting language until March 1, 2021. The tentative agreement was ratified by the membership on March 10, 2021.

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, 2020 to April 23, 2023. 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 2020-2023 agreement showing additions (reflected with underline and bold face type) and deletions (reflected with strike-through) from the 2017–2020 contract.

Article	Title	Change
3	Union Security and Rights	Modifies membership revocation window and maintenance of membership, and eliminates fair share fee payer language in response to <i>Janus v. AFSCME</i> .
4	Union Representatives	Adds one (1)-week transition period between the former Vice President and the newly elected Vice President following a union election.
8	Grievance Procedure	Eliminates choice of forum restriction for matters of discrimination filed with EEOC/OCRC. Timelines changed from “calendar” to “business” days. Permits the unilateral removal of one (1) arbitrator per contract term and designates process for replacement.



13	Sick Leave	Increases annual sick leave reciprocity option from seventy-two (72) hours to eighty (80) hours.
16	Drug & Alcohol Testing	Expands post-accident drug testing to employees driving a personal vehicle while conducting City-business or on-duty, and where any vehicle involved is disabled and requires a tow.
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"> • In the pay period that includes April 24, 2020 – 0% • In the pay period that includes April 24, 2021 – 2.5% • In the pay period that includes April 24, 2022 – 3.0% <p>Increases shift differentials by \$0.10/hour. The second shift differential moves from \$0.57/hour to \$0.67/hour. The third and rotating shift differential moves from \$0.70/hour to \$0.80/hour.</p> <p>Increases service credit payment by \$100 for each benchmark.</p>
18	Insurance	<p>Establishes the following cost-savings clinical programs:</p> <ul style="list-style-type: none"> • Medical necessity • Formulary exclusions • Specialty Pharmacy <p>Modernizes out-of-date plan features:</p> <ul style="list-style-type: none"> • Deductibles and out-of-pocket maximums reset annually on January 1 • Eliminates the practice of cross applying deductibles (i.e., in-network deductibles counting towards non-network deductibles and vice versa) <p>Blends the health insurance premiums of employees hired on or after January 1, 2018 (20% premium) and employees hired prior to January 1, 2018 (15% premium) into a single rate by sharing the costs equally based upon the number of bargaining unit employees enrolled. (Formula in Appendix H)</p> <p>Adds insurance eligibility for part-time employees working more than 1040 hours per year.</p> <p>Caps life insurance provided by the City to a maximum of \$250,000.00</p> <p>Defaults employees to pay premiums on a pre-tax basis.</p>

23	Tuition Reimbursement	Designates books associated with approved courses as an eligible expense for tuition reimbursement. Requires documentation to be submitted within four (4) weeks of course completion.
27	Duration of Agreement	April 24, 2020 – April 23, 2023
App. D	Memoranda of Understanding	<u>Memorandum of Understanding #2020-03 Flex Time:</u> (new) Permits Appointing Authorities to offer “flex time” to E-Level employees.
App. E	Side Letters	<u>Side Letter #19: Teleworking:</u> (new) Permits Appointing Authorities to enter into teleworking agreements with E-Level employees, subject to operational efficiencies and essential functions. Teleworking arrangements may be temporary, occasional, or on a regular basis. <u>Side Letter #20: Insurance Information Sharing:</u> (new) Requires the City to provide the Union with benefits information and healthcare reports (fund status, high cost-claims, utilization rates, and subrogation) on a semi-annual or quarterly basis. Requires the City to discuss the funding rate calculation with the Union.
App. F	Forms	Updates made to the Union’s Payroll Deduction Authorization Agreement.
App. H	Calculation Example	Adds an example of how the blended rate formula is calculated under Article 18, Section 18.2 (B)
App. I	Benefits Table	Adds chart detailing the cost sharing portions of the Union’s Insurance Plan.

It is anticipated that the proposed agreement will be submitted for City Council’s acceptance by the April 5, 2021 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
Kate Pishotti, Deputy Chief of Staff
Joe Lombardi, Finance and Management Director
Ron Linville, Chief Labor Negotiator
Brooke Carnevale, Deputy Director of Human Resources
City Negotiating Team Members