

DATE: November 23, 2017

MEMORANDUM TO: The Honorable Zach Klein, President
The Honorable Elizabeth Brown, Administration Committee Chair

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

SUBJECT: **Summary of 2017-2020 CWA Local 4502
Collective Bargaining Agreement**

The City of Columbus and the Communications Workers of America (CWA) Local 4502 concluded negotiations for a successor collective bargaining agreement through fact-finding. Neither the bargaining units nor the City Council rejected the Fact-finder's Report and Recommendations. The ordinance to accept the agreement between the City and CWA Local 4502 will be submitted for the December 4, 2017 City Council meeting.

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

Article	Title	Change
4	Union Representatives	Permits the Union to have a designated Union Representative in the Department of Neighborhoods.
7	Discipline	Increases the timeline of the investigations procedure from thirty (30) days to fifty (50) days, and the timelines in the disciplinary procedure from ten (10) to fifty (50) days. Tolls the length of time that prior disciplines may be considered. Disciplines shall automatically be tolled (extended) on a day-for-day basis for any employee absence of fifteen (15) or more consecutive days.
8	Grievance Procedure	Grievances regarding oral reprimands may be filed at Step 1 and now may be advanced to Step 2. Increases the timeline from when grievances may be filed with the Appointing Authority or designee from fourteen (14) days to thirty (30) days. Adds language that any necessary witnesses for grievance meetings or arbitration hearings shall not lose any regular

		straight-time pay while attending a grievance meeting or arbitration hearing.
10	Personal Business Day	Allows employees to use Personal Business Days in increments of four (4) hours.
12	Holidays	Adds a provision that entitles an employee to Holiday Pay if they provide medical documentation for an absence before or after a holiday.
13	Sick Leave	Increases annual sick leave allotment from seventy-two (72) hours to eighty (80) hours, effective January 1, 2018. Provides up to five (5) days of Bereavement Leave, three (3) days of which will compensated as bereavement leave and not deducted from the employee's Sick Leave Bank; effective January 1, 2018.
14	Other Leaves of Absence	Updates Military Leave language to bring the contract into compliance with City Ordinance, State and Federal Law. Language added that states an employee's request for a leave of absence to accept a job in another classification will not be arbitrarily or capriciously denied. Permits employees, upon written request, to ask for the reason for any denial of a leave of absence to accept a job in another classification. Requires any reason for such denial to be provided to both CWA and the employee in writing.
15	Hours of Work and Overtime	Eliminates the cap on double-time pay for work beyond forty-eight (48) hours in a week. Language added to allow payment for any unused compensatory time to any employee appointed to an exempt position with the City and directs payment to be made prior to starting the exempt position.
16	Drug & Alcohol Testing	Adds medical marijuana as a prohibited substance. However, the parties entered a Memorandum of Understanding ("MOU") that states medical marijuana will continue to be banned until federal law does not treat use of medicinal marijuana as a criminal offense. Clarifies that procedures for CDL holders will be consistent with, rather than comparable to, Federal Regulations. Adds language for employees who request voluntary drug and alcohol treatment and states requests will not be denied as

		<p>long as the request does not precede an accident, random testing or reasonable suspicion.</p>
<p>17</p>	<p>Salaries and Compensation</p>	<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, 2017 – 3.0% • In the pay period that includes April 24, 2018 – 3.0% • In the pay period that includes April 24, 2019 – 3.0% <p>Permits those employees who have entered the bargaining unit after the effective date of any PBI, but before the pay period that retroactive adjustments are paid, to be eligible for retroactive pay from the date that the employee entered the bargaining unit.</p> <p>Pension pick-up will be decreased for employee’s receiving the benefit (hired before July 24, 2011), as follows:</p> <ul style="list-style-type: none"> • Effective as soon as practicable after acceptance of the contract by City Council from 2% to 1% • April 1, 2018 from 1% to 0% <p>Reduces the time necessary to receive working out of class pay from one (1) full workday to four (4) hours.</p> <p>Increases the service credit payment schedule by \$50 for each benchmark.</p>
<p>18</p>	<p>Insurance</p>	<p>Increases the health insurance premiums for employees hired before December 1, 2017 to:</p> <ul style="list-style-type: none"> • 13% of the negotiated insurance base in 2017; • 14% of the funding rate established by the actuary for the City on April 1, 2018; • 15% of the funding rate established by the actuary for the City on April 1, 2019. <p>Sets the health insurance premiums for employees hired after December 1, 2017 to 20% of the funding rate established by the actuary for the City.</p> <p>Requires employees hired after January 1, 2018 to pay a \$25 dollar surcharge for tobacco use.</p> <p>Adds a three tiered drug formulary with pre-authorizations and step therapy.</p>

		<p>Increases copays and reimbursement rates designed to drive employees to in-network doctors.</p> <p>Commits the City, through a MOU, to provide hearing aid benefits to CWA employees through the AFSCME Care Plan for a Hearing Aid Benefit.</p>
23	Tuition Reimbursement	<p>Caps tuition reimbursement to \$5,500 per year.</p> <p>Excludes distance learning fees, internet enrollment fees and deferred payment fees from reimbursement.</p>
26	No Discrimination or Coercion	<p>Adds language to encourage employees to resolve any disagreements concerning any interpretation and application of Article 26 as it relates to alleged discrimination by the City through discussions with CWA representatives and the EEO office.</p> <p>Does not limit employees' rights under Article 8 or access to any other forum with jurisdiction over claims of alleged discrimination.</p>
27	Duration of Agreement	April 24, 2017 – April 23, 2020
App. A	Pay Structure	<p>Structures were updated to reflect agreement of the parties.</p> <p>*See Side Letter #17</p>
App. B	Correlation of Pay Grades to Job Classifications	Classification listing was updated to reflect memoranda of understanding executed during the life of the 2014-2017 agreement.
App. C	Exempted Positions List	Exemption listing was updated to reflect agreement of the parties.
App. D	Memoranda of Understanding	<p>Existing Memoranda of Understanding were updated and added to reflect agreement of the parties.</p> <p><u>Memorandum of Understanding #2017-02 ASE Incentive:</u> (NEW) Provides incentive pay for Automotive Mechanic Supervisor II in the Department of Finance & Management for the achievement of certain certifications.</p> <p><u>Memorandum of Understanding #2017-03 Seniority:</u> (NEW) Allows certain positions in the Department of Public Service to be bid based upon classified seniority for shift, reporting location and work schedules (i.e. different days off or different regular hours) each time a vacancy in the classification occurs and the Appointing Authority determines to post the position.</p>

		<p><u>Memorandum of Understanding #2017-04 Medical Marijuana:</u> (NEW) Medical marijuana will continue to be banned until federal law does not treat the use of medicinal marijuana as a criminal offense.</p> <p><u>Memorandum of Understanding #2017-05 Hearing Aids:</u> (NEW) Commits the City to provide hearing aid benefits to CWA employees through the AFSCME Care Plan for a Hearing Aid Benefit.</p>
App. E	Side Letters	<p><u>Side Letter #17:</u> Effective in the pay period including April 23, 2018, the parties agree that the pay structure will increase three percent (3%) in addition to the standard pay structure movement that occurs with the annual PBI.</p> <p><u>Side Letter #18: Seniority</u> (NEW) Establishes a committee or “study group” consisting of at least two CWA members and at least two members of Human Resources or Labor Relations to evaluate whether it is operationally feasible to establish certain seniority rights related to, for example, filling of vacancies and/or bidding on shifts or locations, for certain D class employees in the Department of Public Service.</p>
App. F	Forms	Existing forms were updated to reflect agreement of the parties.

It is anticipated that the proposed agreement will be submitted for City Council’s acceptance by the December 4, 2017 Council meeting. Thank you for your favorable consideration.

Attachment

- c: The Honorable Andrew J. Ginther, Mayor
- Greg Davies, Chief of Staff
- The Honorable Members of City Council
- The Honorable Hugh J. Dorrian, City Auditor
- The Honorable Richard Pfeiffer, City Attorney
- Joe Lombardi, Finance and Management Director
- City Negotiating Team Members