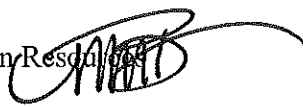


NICHOLE M. BRANDON  
Director

**MEMORANDUM TO:** The Honorable Zach M. Klein, President  
The Honorable Elizabeth C. Brown, Administration Committee Chair

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

**SUBJECT:** Summary of 2017-2020 AFSCME Local 1632  
Collective Bargaining Agreement

**DATE:** June 12, 2017

This summary describes those articles tentatively agreed to by the representatives of the City and AFSCME, Ohio Council 8 and Local 1632 during negotiations, which concluded April 17, 2017. The tentative agreement was ratified by the membership on May 12, 2017.

The following summary highlights the significant additions to and deletions from the collective bargaining agreement effective April 1, 2017 to March 31, 2020. This summary does not include all housekeeping changes (i.e., punctuation, grammar, renumbering, word changes to reflect consistent terminology, and language changes that simply clarify or confirm current practices). Some provisions of the successor agreement are retroactive to the expiration date of the previous agreement.

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

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 2014-2017 agreement. Articles that are not listed below will remain the current contract language reflected in the predecessor agreement.

Article	Title	Change
9	<b>No Discrimination or Coercion</b>	Updates non-discrimination language for compliance with applicable law by inserting the following protected classes: familial status, religion, ancestry, genetic information, gender identity or expression, and military status.
10	<b>Disciplinary Procedure</b>	Changes disciplinary investigation notice and service provisions from Appointing Authority or designee to a non-AFSCME supervisor.



		Increases time to investigate possible disciplinary action from thirty (30) days to fifty (50) days in the discipline procedure.
11	<b>Grievance and Arbitration Procedures</b>	Increases time to file a grievance from fourteen (14) days to thirty (30) days.
13	<b>Seniority</b>	Adds language that declares probationary terminations are not subject to arbitration and states the Union gets notified of all probationary terminations.
14	<b>Temporary Assignment</b>	Includes an option to extend the ninety (90) day transitional return to work program by the City.
16	<b>Hours of Work &amp; Overtime</b>	Provides an additional fifteen (15) minute rest period for employees that work two (2) hours or more immediately before their shift.
17	<b>Holidays</b>	Moves the Employees Birthday Holiday provision from Article 17 (“Holidays”) to Article 18 (“Personal Business Day”).  Adds provision that entitles an employee to Holiday Pay if they provide medical documentation for an absence before or after a holiday.
18	<b>Personal Business Day/Employee’s Birthday</b>	Adds “Employee’s Birthday” to the title of the Article.  Increases a part-time employee’s Personal Business Day from four (4) hours to six (6) hours annually and clarifies that it must be taken on one occasion.  Grants employees an additional holiday if an employee’s birthday falls on a holiday.  Entitles employees to use a Personal Business Day immediately before or after a holiday.
20	<b>Sick Leave</b>	Creates an exception for Holiday Pay forfeiture for employees that use sick leave immediately before or after a holiday if medical documentation is provided.  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.  Increases Sick Leave Reciprocity effective immediately preceding the November election of payment.



23	<b>Special Leave With Pay</b>	<p>Updates and clarifies Military Leave language to bring contract into compliance with City Ordinance, State Law and Federal Law.</p> <p>Provides Employees time off with pay to participate in Civil Service testing, subject to operational need.</p>
24	<b>Leave Without Pay</b>	<p>Updates and clarifies Military Leave language to bring contract into compliance with City Ordinance, State and Federal Law.</p>
25	<b>Drug and Alcohol Testing</b>	<p>Adds references to Medical Marijuana.</p> <p>States follow-up testing procedures for CDL holders will be consistent with Federal Regulations.</p> <p>Clarifies requests for voluntary drug and alcohol treatment will not be denied and the employee will not be disciplined, as long as an employee's request for voluntary drug and alcohol treatment occurs prior to an accident, prior to random testing or prior to reasonable suspicion testing.</p>
26	<b>Wage and Compensation Plan</b>	<p>Provides across the board wage increases for all employees.</p> <ul style="list-style-type: none"> <li>• 3% effective with the pay period that includes April 1, 2017;</li> <li>• 3% effective with the pay period that includes April 1, 2018</li> <li>• 2% effective with the pay period that includes April 1, 2019;</li> </ul> <p>Pension Pickup phased out in exchange for MOU 2017-08.</p> <ul style="list-style-type: none"> <li>• Pension Pickup reduced to 2% effective with the pay period that includes July 1, 2017;</li> <li>• Pension Pickup reduced to 0% effective with the pay-period that includes April 15, 2018;</li> </ul> <p>Increases the Service Credit Payment Schedule by \$50 for each benchmark.</p>
27	<b>Insurance</b>	<p>Increases the health insurance premiums for employees hired before September 1, 2017 to:</p> <ul style="list-style-type: none"> <li>• 13% of the negotiated insurance base in 2017;</li> <li>• 14% of the funding rate established by the actuary for the City on April 1, 2018;</li> <li>• 15% of the funding rate established by the actuary</li> </ul>



		<p>for the City on April 1, 2019.</p> <p>Sets the health insurance premiums for employees hired after September 1, 2017 to 20% of the funding rate established by the actuary for the City.</p> <p>Requires employees hired after September 1, 2017 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>Encompasses the insurance plan benefits in a reader-friendly chart (Appendix F).</p>
28	<b>Continuing Education/Training</b>	<p>Increases tuition reimbursement rates from \$3,000 to \$4,000 per calendar year for undergraduate studies, and increases tuition reimbursement rates from \$3,600 to \$4,500 for graduate studies.</p> <p>Caps tuition reimbursement to \$4,500 per year.</p> <p>Excludes distance learning fees, internet enrollment fees and deferred payment fees from reimbursement.</p> <p>Increases GED reimbursement from twenty dollars (\$20) to one hundred dollars (\$100) for exam fee.</p> <p>Requires the Director of Human Resources to review repayment exemptions on a case by case basis.</p>
29	<b>Equipment and Clothing</b>	<p>Permits employees to purchase, fit and clean of uniforms on work time, subject to the approval of the Appointing Authority or designee.</p>
34	<b>Duration of Contract</b>	<p>April 1, 2017 – March 31, 2020</p>
Appendix	<b>A</b>	<p>Updates the classification list and pay changes made throughout the life of the 2014-2017 contract. Some classifications have been added, abolished and/or changed titles and pay ranges.</p>
Appendix	<b>B</b>	<p>Updates the current list of Memorandum of Understanding (“MOU”), and adds MOUs that were executed during the term of the 2014-2017 Contract.</p>



		Adds the following MOUs that were executed during the 2017 collective bargaining negotiations.
MOU	#2017-01	Amends Section 6.1 by providing one (1) additional Chief Steward in the Department of Public Service (for a total of two (2) Chief Stewards in the Department) and affords a maximum of nine hundred (900) hours for the Stewards to complete their union duties set forth in Section 6.2. Effective until April 1, 2018.
MOU	#2017-04	Provides a five hundred dollar (\$500.00) incentive payment for employees that hold certain Master Automotive Service Excellence (“ASE”) Certifications or Master Emergency Vehicle Technician (“EVT”) Certifications.
MOU	#2017-05	Restricts certain classification in the Division of Police, Department of Public Safety, from being mandated more than two (2) consecutive sixteen (16) hour shifts and requires employees in those classifications to take an eight (8) hour break between consecutive sixteen (16) hour shifts.
MOU	#2017-06	City agrees to pay three (\$3.00) dollars per AFSCME employee biannually into the Ohio AFSCME Care Plan for a Hearing Aid Benefit.
MOU	#2017-07	Uses GPS/Telematics system installed on City vehicles to produce data and send alerts based on geographic location, idle time and speed of City vehicles.  Creates a separate disciplinary track (GPS/AVL Track; “GAT”) and guidelines of discipline for violations under the agreement.
MOU	#2017-08	Provides lump sum payment in exchange for a reduction in the Pension Pickup for employees hired before May 15, 2011; <ul style="list-style-type: none"> <li>• Lump sum payment of \$2,500 for full time employees and \$1,875 for part time employees effective with the pay-period that included June 17, 2017.</li> <li>• Lump sum payment of \$2,500 for full time employees and \$1,875 for part time employees effective with the pay-period that includes April 1, 2018.</li> </ul>
Appendix	F (new)	Charts the AFSCME insurance benefits for in-network and non-network co-pays, deductibles, out-of-pocket maximums, and the three tired prescription drug benefit co-pay and out-of-pocket maximums.



It is anticipated that the proposed agreement will be submitted for City Council's acceptance by the June 12, 2017 Council meeting. Thank you for your favorable consideration.

Attachment

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

