

NICHOLE M. BRANDON
Director

MEMORANDUM TO: The Honorable Shannon Hardin, President
The Honorable Mitchell Brown, Public Safety Committee Chair

FROM: Nichole M. Brandon, Director of Human Resources

SUBJECT: **Summary of 2017-2020 IAFF Local #67
Collective Bargaining Agreement**

DATE: November 8, 2018

This summary describes those articles tentatively agreed to by the representatives of the City and the Columbus Fire Fighters Union, Local #67, International Association of Fire Fighters (IAFF Local #67) during negotiations, which formally concluded October 19, 2018. The tentative agreement was ratified by the membership on November 7, 2018.

The following summary highlights the significant additions to and deletions from the collective bargaining agreement effective November 1, 2017 to October 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
2	Recognition and Representation	Increases number of members on full time release for union business from one (1) to two (2). Increases number of vacation hours to be deducted from each employee for the union release from one (1) to two (2).



		<p>Increases time bank for the release from 2080 hours to 4160 hours.</p> <p>Specifies that Union Officials are to use the one-hundred and twenty (128) days of leave time to attend Union functions.</p> <p>Authorizes the Appointing Authority to callback OAPFF Officer from duties to return to emergency response work and training.</p>
3	Definitions	Amends the definition of "Journeyman Firefighter."
4	Dues/Payroll Deductions	Eliminates Fair Share Fee.
5	Non-Discrimination	Updates language and memorializes that the City will comply with all applicable local, state or federal anti-discrimination laws.
8	Safety	<p>Clarifies that smoking is prohibited in all City vehicles, facilities and property pursuant to Division Directives.</p> <p>Incorporates Side Letter #3, which provided for the Union's right to equal representation on the Division's Health and Safety Committee.</p>
9	Grievance Procedure	<p>Increases the timelines to file a grievance.</p> <p>Limits an Arbitrator's authority to add, subtract, or modify terms of the contract.</p>
10	Discipline and Treatment	<p>Sets twenty four (24) month expiration for memoranda of counseling to be active.</p> <p>Adds exceptions to the sixty (60) day time limit to investigate citizen complaints.</p> <p>Adds process for employee to challenge perceived inaccurate documents in their personnel file.</p>
12	Wages, Pension and Hours of Work	<p>Provides across the board wage increases for all employees.</p> <ul style="list-style-type: none"> • 3.25% effective with the pay period that includes November 1, 2017; (retroactive) • 3.25% effective with the pay period that includes November 1, 2018; (retroactive) • 3.5% effective with the pay period that includes November 1, 2019; <p>Eliminates language regarding demotions for a physical disability.</p>



14	Working Out of Class	Establishes the right for an employee to be afforded a Performance Improvement Plan (PIP) when denied to work as an acting officer.
15	Union Officials Roster	Memorializes that two (2) phone lines will be extended from the Union Office to the Fire Divisions.
17	Tuition Reimbursement	<p>Establishes process for reconsideration of denied reimbursement requests by the Labor Relations Manager who shall consult with the Fire Chief prior to making a final decision.</p> <p>Permits employees to move their Kelly Day for education time upon approval from the Fire Chief.</p> <p>Allows employees to be granted time off greater than four (4) hours in a calendar day, not more than once per week.</p> <p>Requires courses to be taken from an institution accredited by an accreditation agency recognized by the U.S. Department of Education to be eligible for reimbursement.</p> <p>Permits reimbursement for the National Fire Academy.</p> <p>Excludes distance learning fees, internet enrollment fees and deferred payment fees from reimbursement.</p> <p>Requires requests for reimbursement to be made within four (4) weeks of course completion, unless the employee is unable to do so through no fault of their own.</p>
18	Insurance	<p>Establishes two (2) health insurance plan options for employees to choose from:</p> <ol style="list-style-type: none"> 1. Preferred Provider Organization (PPO) for medical benefits, which distinguishes services subject to In-Network and Non-Network single and family co-insurance, deductibles, and out of pocket maximums. 2. High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), effective 2020. <p>Modifies the negotiated insurance base by adding six (6%) inflation annually to the calculation for setting premium contributions.</p> <p>Increases deductibles and out-of-pocket maximums for in-</p>



		<p>network and non-network providers.</p> <p>Incentivizes employees to use in-network services.</p> <p>Increases in health insurance premiums from twelve percent (12%) of the former negotiated insurance base, and caps of one hundred dollars (\$100.00) for single plans and two hundred sixty dollars (\$260.00) for family plans to:</p> <p>2019 - PPO</p> <ul style="list-style-type: none">• Premium Contributions<ul style="list-style-type: none">○ 13% of negotiated insurance base; and 20% of negotiated insurance base for new employees hired on or after January 1, 2019.○ Premium caps increased to one hundred thirty dollars (\$130.00) for single coverage and three hundred twenty-five dollars (\$325.00) for family coverage. <p>2020 – PPO</p> <ul style="list-style-type: none">• Premium Contributions<ul style="list-style-type: none">○ 14% of negotiated insurance base; and 20% of negotiated insurance base for new employees hired on or after January 1, 2019.○ Premium caps increased to one hundred fifty dollars (\$150.00) for single coverage and three hundred seventy-five dollars (\$375.00) for family coverage.○ It is the intent of the Parties that the increased cost of premiums for new hires shall be shared equally based upon the number of bargaining unit employees enrolled in the City's insurance program. <p>2020 – HDHP</p> <ul style="list-style-type: none">• Premium Contributions<ul style="list-style-type: none">○ Single: Fifty dollars (\$50.00) per month less than the single premium rate established for the PPO in 2020.○ Family: One hundred and thirty dollars (\$130.00) per month less than the family premium rate for the PPO in 2020.• City will contribute five hundred dollars (\$500.00) for single coverage and one thousand dollars (\$1,000.00)
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		<p>for family coverage to enrolled employees' Health Savings Account (HSA) in 2020.</p> <p>Raises Health Insurance Premiums automatically by ten percent (10%) if the parties fail to reach an agreement by April 1, 2021 for a successor collective bargaining agreement.</p> <p>Requires employees hired after January 1, 2019 to pay a \$25 dollar surcharge for tobacco use.</p> <p>Places visit limitations on physical therapy, occupational therapy, and chiropractic.</p> <p>Adds a Maximum Non-Network Reimbursement Program ("MNRP"), where the "allowable amount" of a non-network claim is based on the Medicare Plus allowable. The plan sponsor pays 140% of the allowable amount, with the member simply paying the remaining, back-billed amount.</p> <p>Adds a three tiered drug formulary with pre-authorizations and step therapy. Prescription drugs will be subject to copays and out of pocket maximums.</p> <p>Permits Prescription Drug Administrator to review prescriptions to assess whether abuse of narcotics and similar drugs may be occurring.</p> <p>Commits City to engage a cancer treatment advocate as soon as reasonably practicable and offer its benefits and services to all covered employees.</p> <p>Memorializes commitment to implement cost containment tools and to explore and identify other potential cost containment enhancements.</p> <p>Establishes Committee to explore the viability of a Voluntary Employee Benefits Association (VEBA), designed to reimburse eligible participants for substantiated medical insurance premium expenses or qualified medical expenses.</p>
19	Maintenance Allowance and Turnout Gear	<p>Requires the replacement of uniforms and gear based on the recommendation of the Joint Clothing Committee and approval of the Appointing Authority. The City may provide employees with replacement items commensurate with changes in rank.</p>



		<p>Requires the City to provide, install, and maintain one commercial washer and one commercial dryer in each new or renovated Fire Station.</p> <p>Requires City to consult with the Union president prior to providing a Division of Fire uniform to any person not an employee of the Division of Fire.</p>
20	Vacation Leave	Modifies restrictions for cancelling vacation leave.
22	Transfers	<p>Modifies posting requirements to advertise newly created positions on the Vacancy list.</p> <p>Amends the bidding rights of apprenticeship firefighters.</p> <p>Permits the Fire Chief to override seniority to maintain an appropriate balance of Bomb Technicians on available units.</p> <p>Exempts the Emergency Services Bureau forty (40)-hour personnel who are assigned to firefighting positions from seniority overrides for forty (40)-hour positions.</p> <p>Prioritizes employees whose positions are eliminated to any vacant position for which he/she is qualified on the first vacancy list following the elimination of the positions.</p>
24	Injury Leave	<p>Alters timeline to file accident report for employees that are hospitalized or incapacitated, and specifies that an employee's obligation to report is satisfied once reported to their supervisor.</p> <p>Places the onus on the injured employee, instead of the Appointing Authority, to request approval of injury leave for each recurrence.</p> <p>Extends injury leave for actual time spent in Industrial Relations Board hearings.</p>
27	Sick Leave	Permits employees enrolled in the High Deductible Health Plan to elect a portion of their sick leave reciprocity payment, subject to applicable contribution limits, to be deposited in their health savings account (HSA) within the first quarter of the year, beginning in 2020.
30	Trades	Permits employees to receive or work trades up to three hundred thirty-six (336) hours in any calendar year. Trades may be received or worked above three hundred and thirty six (336) hours in a year subject to approval by the Fire Chief.



32	Employee Alcohol and Drug Testing	<p>Clarifies that employees may not possess or consume alcohol on City buildings, property, etc., during their workday.</p> <p>Notes that violations of the alcohol and drug testing article may result in discipline up to and including discharge.</p> <p>Requires Medical Review Officer ("MRO") to invalidate any test where the chain of custody is broken and prohibits the reports of the testing results to the City.</p> <p>Updates initial and confirmatory drug testing panels and drug cutoff limits.</p> <p>Lowers initial alcohol testing limits from .04 grams per 210L or above, to .02 - .039 grams per 210L or above. If confirmatory testing is between .02 - .039 grams per 210L, employees will be sent home for the remainder of their shift, without discipline, and be permitted to use their leave time.</p> <p>Reduces maximum penalty for an initial positive alcohol or drug test for three (3) platoon employees from a one hundred and twenty (120) hour suspension to a ninety six (96) hour suspension.</p>
36	Tour of Duty and Hours of Work	<p>Memorializes hours of work and pay provisions for canine handlers shall be in compliance with the Fair Labor Standards Act, compensates those employees who are responsible for the weekly care, feeding, exercising and boarding of a City-owned dog for all on-duty and off-duty hours worked so engaged.</p> <p>Permits the Fire Chief to assign the Kelly Day to an employee promoted to a new rank until the next annual draw.</p> <p>Specifies the times for meal and break periods during non-emergency duties.</p> <p>Establishes process for the Union President and the Fire Chief to create a four (4) day, ten (10) hour per week schedule, subject to those applicable provisions in Articles 3, 12, 13 and 21, with a ninety (90) day notice period.</p>
37	Internal Investigations Procedure	<p>Requires City to give at least forty eight (48) hours' notice to an employee subject to an internal investigation.</p> <p>Entitles employees to receive (to the extent applicable) the</p>



		assignment directive, civilian complaint, written summary of the basic facts of the incident, subject to investigation. Additionally, employee is to receive a statement whether the investigation is focused on the employee for a potential charge, either departmental or criminal.
38	Physical Fitness and Health	<p>Requires an employee returning from a serious medical condition and/or medical deferment to be cleared by the employee's examining physician before they can perform their regular duties and/or participate in a health and physical examination.</p> <p>Adds possibility of disciplinary action for employees that fail to take their health and physical examination, without good cause.</p> <p>Commits the City to contract with a twenty-four (24) hour medical facility to test fire fighters who may have been exposed to communicable diseases while in the performance of their duties.</p> <p>Updates and adds components to the health and physical fitness examination.</p>
40	Duration of Contract	Sets the term of this collective bargaining agreement to run from November 1, 2017 until October 31, 2020.
Appendix	A	<p>Removes: Side Letter #3 and incorporates the Union's right to equal representation on the Division's Health and Safety Committee into Article 8.</p> <p>Adds: Side Letter #4 regarding District Inspectors in the Fire Prevention Bureau, and Firefighters bidding on forty (40) hour firefighter positions assigned to the Emergency Services Bureau, will be exempt from Article 22, Section 22.4(f) and will be awarded vacancies based on seniority.</p> <p>Adds: Side Letter #5 regarding a the creation of a prospective schedule for collective bargaining negotiations for a successor contract in 2020.</p>
Appendix	B	<p>Adds: MOU #2016-01 regarding the 1P/1B EMS Delivery System, known as the "Modified Deployment Model"</p> <p>Adds: MOU #2017-01 regarding the implementation of the Global Positioning System (GPS)/Telematics tracking of City Vehicles.</p>



		<p>Adds: MOU #2017-02 regarding Paid Parental Leave.</p> <p>Adds: MOU #2017-03 regarding Paid Caregiver Leave.</p> <p>Adds: September 2018 MOU, regarding the Provisional Appointments to the Rank of Battalion Chief.</p> <p>Adds: MOU #2018-01 regarding the civilianization of the Call Taker and Emergency Dispatcher positions assigned to the Fire Alarm Office as an express and exclusive exception to Article 7, Section 7.2 of the CBA.</p>
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It is anticipated that the proposed agreement will be submitted for City Council's acceptance by the November 19, 2018 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
Greg Davies, Chief of Staff
Ken Paul, 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

