



TO: Gahanna City Council
Clerk of Council

FROM: Miranda Vollmer, Senior Director of Administrative Services
Mayor Laurie A. Jadwin

Cc: Raymond J. Mularski, City Attorney
Joann Bury, Director of Finance

DATE: February 7, 2023

SUBJECT: Request for Council Action

ACTION ITEMS

ACTION ITEM # 1: ORDINANCE AUTHORIZING UNITED STEELWORKERS OF AMERICA (USW) CONTRACT 2023-2026

The City of Gahanna and the USW have reached a tentative agreement on the 2023-2026 contract. The bargaining unit has voted in favor of adopting the successor agreement.

The Department of Administrative Services respectfully request an Ordinance authorizing the Mayor to sign the USW contract. For the new contract to be effective and to meet SERB filing deadlines, it is requested this legislation be passed as an **Emergency and Waiver**. The request for Emergency and Waiver will allow contract terms to begin immediately upon passage. In addition, this contract is retroactive to January 1, 2023. This request for Emergency and Waiver will allow members to receive back wages in a timely manner. The estimated three-year cost impact is approximately an additional \$682,000.

The following summary describes the changes arrived at through tentative agreement. Any Article not discussed below will remain as current contract language.

<u>Article</u>	<u>Change</u>
Preamble	<ul style="list-style-type: none"> • Language clean up. No substantive change.
Article 1 – Agreement	<ul style="list-style-type: none"> • Language clean up. No substantive change.
Article 2 – Recognition	<ul style="list-style-type: none"> • The parties agreed that the Union shall hold the City harmless from any claims, actions, or proceedings by any employee arising from deductions made by the City.
Article 4 – Nondiscrimination	<ul style="list-style-type: none"> • Added language referring the other protected classes.
Article 6 – Employee Rights	<ul style="list-style-type: none"> • Discipline that does not result in loss of pay shall not be subject to arbitration. • Oral reprimands will be removed after 12 months. • Added language regarding the ability for the City and the Union to enter into Last Chance Agreements.
Article 8 – Management Rights	<ul style="list-style-type: none"> • Added language stating that the specific rights within Article 8 shall in no way be a limitation on the general management rights of the Employer to direct or control the work force.
Article 9 – Grievance Procedure	<ul style="list-style-type: none"> • In the event of a group or class grievance, each member of the group or class shall be identified. • Modified the timeline of each step of the grievance procedure to 7 working days.
Article 10 – Arbitration	<ul style="list-style-type: none"> • Modified and restructured arbitration procedure and the arbitrator’s authority.
Article 12 – Wages	<ul style="list-style-type: none"> • General wage increase of 3.25% for each year of the agreement (2023,2024,2025). • \$750 one-time signing bonus for bargaining unit employees employed at or before the date of ratification.
Article 13 – Classifications and Pay Plan Administration	<ul style="list-style-type: none"> • Added Senior Utility Billing Specialist, Parks Maintenance Worker I, Parks Maintenance Worker II, and Service Maintenance Worker I to

	<p>the appropriate pay range and classification series.</p> <ul style="list-style-type: none"> • Identified that the bi-weekly pay period begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight. • Employees hired or rehired into bargaining unit positions will serve a 365-day probationary period. • Removed language which allowed employees who retired with the City prior to an anniversary date receive the service credit payment on a pro rata basis. • Employees will have the option during open enrollment, to have their service credit payment deposited into their HSA account.
<p>Article 16 – Hours of Work and Overtime</p>	<ul style="list-style-type: none"> • Shift and schedule assignments will be posted at least 60 days prior to assignments. • Employees required to report in will be paid a minimum of 3 hours for report-in pay. • Overtime shall be paid in increments of one-quarter (1/4) of an hour. • Added language that all start, and end times must be rounded back or forward to the nearest quarter hour. • Added new language for the obligation of overtime pertaining to the call-in procedure, qualification, scheduled overtime, emergency overtime, nonemergency unscheduled overtime, and temporary employees. • When nonemergency, unscheduled overtime is available in a department, it will be offered in order of City seniority. • Added language that the City will contact employees via their preferred selection for nonemergency, unscheduled overtime. • The one hour of call in pay an employee receives for conducting a routine water chlorine test, will constitute for one hour actually worked for the purposed of 16.08 (Sixth and Seventh Consecutive Day Pay). • If an employee works on the 7th consecutive day, and the employee has actually worked 32 hours in the 5 previous days plus a minimum of one (1) hour on the 6th consecutive day, then the employee will be compensated at double time for all hours worked on the 7th day. To be eligible the employee is required to have actually worked a portion of every day

	during the week.
Article 18 – Vacation and Personal Leave	<ul style="list-style-type: none"> • Language clean up. No substantive change, besides allowing employees to use vacation and personal leave in one-quarter (1/4) hour increments.
Article 19 – Holidays	<ul style="list-style-type: none"> • Added Juneteenth.
Article 20 – Insurance	<ul style="list-style-type: none"> • Removed the negative nicotine test requirement. • Removed the 10% employee premium share option. • Removed Biometrics Screening requirements. • Added language that during the time the City offers a HDHP Plan the City will provided an annual contribution to each employee’s HSA. In 2023 and 2024 the amount will be \$2000 for employee only and \$4000 for employee + spouse, employee + child(ren) and family. • Removed \$1000 prescription drug combined cap per family. • If the City makes available a new or additional health insurance option for which the bargaining unit members would be eligible then they shall have the option of enrolling in such Plan.
Article 21 – Sick Leave	<ul style="list-style-type: none"> • A doctor’s certificate may be required for all absences of more than 3 days. • Employees will receive a payout of 50% of accumulated sick leave if they retire and 33% if they resign up to a maximum of 1,200 hours. • Above 1,200 hour payment shall be at 25% for employees that retired and 0% for employees that resigned. • All bargaining unit employees hired on or after January 1, 2023, with 10 or more years of service with the City shall be eligible for payment based on the employee’s rate of pay at retirement for 25% of accumulated sick leave up to a maximum of 240 hours.
Article 24 – Special Leaves	<ul style="list-style-type: none"> • Language clean up. No substantive change.

Article 30 – Miscellaneous	<ul style="list-style-type: none"> • Each party is responsible for obtaining their own copies of the Agreement. • The City may drug test all bargaining unit employees with reasonable suspicion. All CDL licensed drivers are subject to random drug testing.
Article 34 – Duration of Agreement and Separability	<ul style="list-style-type: none"> • Modified language to reflect the new 3 year duration.

Requested Legislation and Funding:

Legislation Needed:	Ordinance
Emergency/Waiver:	BOTH
Vendor Name:	N/A
Vendor Address:	N/A
Already Appropriated:	N/A
Supplemental/Transfer:	N/A

Attachment:

DAS ATT 2023-2026 USW Contract, red line

ACTION ITEM # 2: RESOLUTION THEN AND NOW

Funds were not encumbered prior to the use of utility services from AEP in the amount of \$29,190.98 from various utility accounts. The Director of Finance has certified for purchase order 23000534, that funds were available then at the time of purchase and now at the time of payment, appropriated, collected or in the process of collection and free from any previous encumbrance. The Department of Administrative Services respectfully request a Resolution to approve payment of the above then and now purchases under ORC 5705.41(D)(1).

Legislation Needed:	Resolution
Emergency/Waiver:	N/A
Vendor Name:	N/A
Vendor Address:	N/A
Already Appropriated:	N/A
Supplemental/Transfer:	N/A