

**Changes to the Labor Agreement Between the City of
Gainesville and the Communications Workers of America
Local No. 3170
Effective January 1, 2016 – December 31, 2018**

These changes to the 2016 – 2018 **Non-Supervisory** Agreement have been reached through negotiations between the Communications Workers of America and the City of Gainesville, and were ratified by the Communications Workers of America on **December 8, 2015**. Where necessary, dates, policy references, and article reference numbers were changed throughout the Agreements.

Article 6 – Union Stewards & Activity

6.6: Clarified that work time spent by union stewards processing grievances shall be limited to five (5) non-accumulative, non-transferrable hours per scheduled week per officer/steward.

Article 11 – Designated Leave System

- 11.1: Deleted “Effective the first full pay period next following October 1, 2001,…”
- 11.3: Added “Vacation (annual leave) shall continue to accrue during periods of absence in which the employee is in pay status, except when the absence is covered by donated leave (Leave Bank).”
- 11.9: “Upon termination of employment, the employee shall be entitled to compensation for any earned but unused vacation (annual leave) to his/her credit at the time of termination at the employee's current straight time rate of pay, except as provided below. Whenever an employee serves in a Special Assignment, Out of Class, or Acting Assignment for less than one year, premium(s) paid for such assignment shall not be included in the rate of pay.”
- 11.18: “Sick leave shall continue to accrue during the periods of absence in which the employee is in pay status, except when the absence is covered by donated leave (Leave Bank).”

Article 12 – PTO

- 12.3.C.(2): Reverted to prior transition-to-PTO language; deleted provision allowing for optional sell-back of any/all pensionable vacation at the time of conversion.
- 12.16: An employee may transfer any number of PTO leave hours (in one hour increments) to a PCLB account at any time and may enroll in recurring contributions (on a bi-weekly basis) during the initial benefit enrollment, within thirty (30) days of completing the initial probationary period, and during Open Enrollment each year.
- 12.18.A: Added “Employees entering the DROP after the effective date of this Agreement shall not be eligible to receive leave bank donations.”

Article 13 – Holidays

13.4: Clarified the amount of holiday pay earned by employees (eight, six or four hours, depending on percentage of full time status).

13.5: Clarified the amount of Holiday Bonus time paid when an employee works on a holiday, and added an example.

Article 15 – Premium Pay

- 15.2.B.1: Provided the same example for Holiday Bonus pay as was added to 13.5.
- 15.2.B.2: Replaced “phone/computer assist” with “Remote Assist.”
- 15.3: Clarified practice – “Where **scheduled** overtime (notification at least eight hours prior to the beginning of overtime) work is frequent, opportunity to work scheduled overtime will be ~~distributed~~ offered as equally as is practicable among employees in the same job classification in the same work section and area, provided the employees are qualified to perform the specific overtime work required.” Updated division names.
- NEW 15.12: Added language addressing Acting assignments to non-bargaining unit positions: “It is understood by the parties and agreed that Acting Assignments are salaried positions that are exempt from overtime requirements. The parties agree that such assignments are governed by City policy, procedure, and practice.”

Employees appointed to act in a non-bargaining unit position shall, with two weeks' notice, be permitted to return to their bargaining unit position."

Article 19 – Bereavement Leave

- NEW 19.3: "Leave for bereavement purposes may be taken in the event of death of an employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law, using vacation or PTO. Leave taken for this purpose shall be considered scheduled leave."
- Renumbered remaining paragraphs.

Article 22 – Hospitalization and Life Insurance

- 22.3: Updated dates to reflect term of contract.
- 22.3(b): Updated "Disability Retirement" to "Pension" Plan.

Article 24 – Miscellaneous Employee Benefits

- 24.3: Added sunset language to dry cleaning allowance and leather allowance, to correspond to expiration of contract. Updated expiration date on use of uniform allowance toward purchase of approved, job appropriate footwear, to coincide with expiration of contract.
- 24.6: Increased value of Gas Pipeline Welder Supplement by 1% each year of the agreement.
- NEW 24.7: Added language to implement Public Works Electrical Certification Pay. Increased value of the supplemental pay by 1% each year of the agreement.
- NEW 24.8: Added language memorializing terms of Water/Wastewater Service Operator Supplement Memorandum of Understanding (MOU). Increased the value of the supplemental pay by 1% each year of the agreement.
- NEW 24.9: Added payment provision for former employees of Gainesville Gas who are participating in the DROP at the time of ratification and who complete the DROP during the term of the agreement. This provision expires December 31, 2018.
- NEW 24.10: Added language enabling the development of a General Services Fleet program document, and supplemental pay for employees who obtain and maintain Automotive Service Excellence (ASE) and/or Emergency Vehicle Technician (EVT) pay as prescribed in the document.

Article 28 – Job Vacancy and Probation

28.1.B: Deleted "Trainee vacancies may be filled using Utility Academy or similar program graduates."

28.2.A: Clarified use of eligibility lists – "If an eligibility list is established, it will be valid for ~~up to one (1) year~~ a period of time determined by the department at the time the list is established, not to exceed two years. This shall not be construed as a guarantee that an employee on an eligibility list will be hired in a position for which the list was established or that selections will be made in any particular order."

28.3.A (Probation): Replaced header "Initial" with "All appointments to a Regular position." Clarified use of probationary period.

28.3.B (Promotional Probation): Added verbiage granting departments the discretion to have a returned employee (who was removed during promotional probationary period) serve a new probationary period.

Article 34 – Wages

CONTRACT YEAR	RANGE MOVEMENT (all CWA ranges, Min and Max)	GENERAL PAY INCREASE (those not in the DROP)
2016	Increase by 1%	Up to 1%, limited by the new range max, effective January 4, 2016

2017	Increase by 1%	Up to 1%, limited by the new range max, effective January 2, 2017
2018	Increase by 1%	Up to 1%, limited by the new range max, effective January 1, 2018

CONTRACT YEAR	MERIT INCREASE (those not in a PTP; must have scored 2.8 or higher overall for most recent rating period; must have completed <i>initial</i> probationary period)
2016	Up to \$0.3948/Hour (~\$821/year), limited by pay range max, effective January 4, 2016
2017	Up to \$0.4173/Hour (~\$868/year), limited by pay range max, effective January 2, 2017
2018	Up to \$0.4514/Hour (~\$939/year), limited by pay range max, effective January 1, 2018

- Added language permitting one-time mutual reopening of 34.3: Merit or Performance Increases.
- 34.4.B (Transfer): Provided definition for transfer. Added verbiage establishing that the pay rate for a transfer shall be set in accordance with HR Policy.
- 34.5: Reverted to prior PTP wage increase language.

Exhibit III (Pay Plan)

Updated to reflect increases to pay ranges.

Addendum A – Drug Free Workplace Program

VI. Drug Use Prohibitions

- G. Added “Employees whose positive result was related to the random drug testing program described in Section VII subsection C below may be given the opportunity for a ‘last chance agreement’ subject to the procedures outlined in Section X paragraph D of this program.” Added “Any such ‘last chance agreement’ shall be developed by and is subject to modification at management’s sole discretion.”

VII. Testing

- C. Random Testing: Added Random Testing program for Police Property Specialist, Police Property/Evidence Specialist, Storekeeper I assigned to GPD Property and Evidence, and Program Assistant assigned to GPD Property and Evidence.